

12-12-2000



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11/17/00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
06/30/00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
06/30/00

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/20/2000 MTHA11 00000267 75716722

01 FC:481 40.00 00  
02 FC:482 125.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

CHRISTINE LENT

Name of Person Signing

Christine Lent

Signature

10/17/00

Date Signed

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2000, is made by MUVICO ENTERTAINMENT, L.L.C., a Delaware limited liability company, and MUVICO THEATERS, INC., a Florida corporation (collectively, "Grantors" and each a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (together with any successors and assigns, "Lender")

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Grantors, the other Credit Parties thereto and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have made Loans and incurred Letter of Credit Obligations for the benefit of Grantors; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement, that Grantors pledge to Lender, a continuing first priority security interest in the Intellectual Property Collateral (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time under the Loan Agreement and other Loan Documents, each Grantor hereby pledges and grants to Lender, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following property, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each such Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Patent or Patent licensed under any such Patent License, (ii) injury to the goodwill associated with any such Patent or any Patent licensed under any such Patent License, (iii) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License, (iv) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License, (v) infringement or dilution of any such Copyright or Copyright licensed under any such Copyright License, and (vi) injury to the goodwill associated with any such Copyright or any Copyright licensed under any such Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Lender, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Such Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior

written notice thereof, and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or requested by Lender to file, maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications with respect to any existing or future unregistered but copyrightable works, applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns thereof. Such Grantor shall promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give

and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

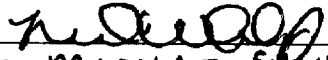
8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[remainder of this page intentionally left blank]

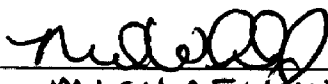
IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**MUVICO ENTERTAINMENT, L.L.C.**

By: **MUVICO THEATERS, INC.**, its Manager

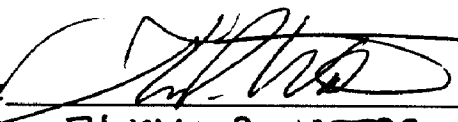
By:   
Name: MICHAEL F. WHALEN, JR  
Title: VICE PRESIDENT

**MUVICO THEATERS, INC.**

By:   
Name: MICHAEL F. WHALEN, JR  
Title: VICE PRESIDENT

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

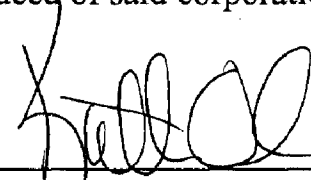
By:   
Name: THOMAS P. WATERS  
Its: Duly Authorized Signatory

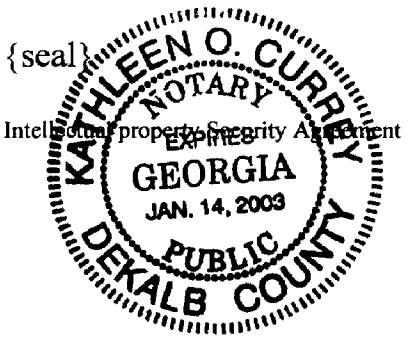
ACKNOWLEDGMENT OF GRANTORS

STATE OF Georgia )  
 )  
COUNTY OF Fulton )

ss.

On this 28<sup>th</sup> day of June, 2000 before me personally appeared Michael F. Whalen, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MUVICO THEATERS, INC., individually and as manager of Muvico Entertainment, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public





SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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None

B. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>
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None

C. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

D. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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See attached Schedule 1(a)

E. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
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None

F. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached Schedule 1(a)

G. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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None

H. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Application Date</u>
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None

I. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

J. OTHER INTELLECTUAL PROPERTY

None

Schedule 1(a)

Intellectual Property

Mark: "Muvico Theaters"  
U.S. Trademark Office Registration Number 08/187,785  
Licensor/Owner: Muvico Theaters, Inc.

Mark: "Splicer"  
U.S. Trademark Office Registration Number 75/187,784  
Licensor/Owner: Muvico Theaters, Inc.

Mark: "Screen Ads International"  
U.S. Trademark Office Registration Number 75/187,707  
Owner: Muvico Theaters, Inc.

Mark: "America's Most Beautiful Movie Theater"  
U.S. Trademark Office Registration Number 75/716,722  
Licensor/Owner: Muvico Entertainment, L.L.C.

Mark: "Paradise Entertainment Park"  
U.S. Trademark Office Registration Number 75/660,206  
Licensor/Owner: Southwest Broward Theaters Holdings, Ltd.

Mark: "Muvico's Silver Screen Café"  
U.S. trademark Office Registration Number 75-645573  
Licensor/Owner: Muvico Entertainment, L.L.C.

Intellectual Property License Agreement with Dean Morrissey – *Ship of Dreams*