

03-27-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101649549

3-8-01

### 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

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

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)

- 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

03/26/2001 DEYRNE 00000251 18A6358

#### FOR OFFICE USE ONLY

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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

TRADEMARK  
REEL: 002258 FRAME: 0138

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1886358"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Elizabeth J. Moody  
Name of Person Signing

Elizabeth J. Moody  
Signature

3/7/01  
Date Signed

## GRANT OF SECURITY INTEREST (TRADEMARKS)

CANAD, INC., a New Hampshire corporation (the "Guarantor"), is obligated to HOYTS CINEMAS LIMITED, ACN 066 234 900, a company incorporated under the laws of the State of New South Wales, Australia, as Collateral Agent (the "Collateral Agent") under the Hoyts Term Loan Agreement dated as of February 9, 2001, between HUSH Holdings U.S., Inc. and the Collateral Agent (in its capacity as Lender thereunder), and has entered into the Security Agreement, dated as of February 9, 2001 (as the same may be amended, supplemented or otherwise modified, the "Agreement"), with the Collateral Agent and the Subsidiary Guarantors.

Pursuant to the Agreement, the Guarantor granted to the Collateral Agent a security interest in all of the right, title and interest of the Guarantor in and to all trademarks listed on Schedule I attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business associated with or symbolized by the Trademarks, all registrations and recordings thereof, all registration applications thereof, and all proceeds thereof, including past, present or future infringement or dilution of any Trademark now or hereafter owned by the Guarantor or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by the Guarantor (the "Collateral"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Guarantor does hereby grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral made and granted hereby are set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the indefeasible cash payment in full of all Obligations, the Collateral Agent will take whatever actions are necessary at the Guarantor's expense to release or reconvey to Guarantor all right, title and interest of the Guarantor in and to the Trademarks.

The Collateral Agent's address is: Hoyts Cinemas Limited, Level 6, 505 George Street, Sydney, New South Wales 2000, Australia.

IN WITNESS WHEREOF, the Guarantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 9<sup>th</sup> day of February, 2001.

**CANAD, INC.**

By: Terence P. Moriarty  
Name: Terence P. Moriarty  
Title: Treasurer and Secretary

STATE OF MA )  
 ) ss.:  
COUNTY OF Suffolk )

On this 21 day of February, 2001, before me personally came Terence P. Moriarty, to me known, who, being by me duly sworn, did depose and say that he/she resides at Dover MA; that he/she is the Treasurer & Secretary, of CANAD, INC., the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto by order of the board of directors thereof.

  
Notary Public

GAETANO D'ANNA  
Notary Public  
My Commission Expires March 5, 2004

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
Dated as of February 9, 2001

<u>Grantor</u>	<u>Mark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
Canad, Inc.	Canad Cinemas C (Design)	1,886,358	March 28, 1995	74-419, 346	Aug. 2, 1993	Registered

**SPECIAL POWER OF ATTORNEY**

STATE OF MA )  
 ) ss.:  
COUNTY OF SUFFOLK )

KNOW ALL MEN BY THESE PRESENTS, **CANAD, INC.**, a New Hampshire corporation with its principal place of business at One Exeter Plaza, Boston, Massachusetts 02116 (the "Guarantor"), hereby appoints and constitutes HOYTS CINEMAS LIMITED ACN 066 234 900, a company incorporated under the laws of the State of New South Wales, Australia, as Collateral Agent (the "Collateral Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Guarantor, which Power of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default:

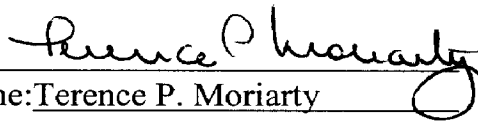
1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Guarantor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, together with the goodwill of the business symbolized thereby, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

2. To execute any and all documents statements, certificates or other papers necessary or advisable in order to obtain the purposes described above.

This Power of Attorney is made pursuant to the Security Agreement, dated as of February 9, 2001 (as from time to time amended, supplemented or otherwise modified, the "Security Agreement"), made by HUSH Holdings U.S. Inc. and the grantors party thereto in favor of the Collateral Agent under a certain credit agreement.

IN WITNESS WHEREOF, the Guarantor has caused this Power of Attorney to be duly executed by its duly authorized officer as of the 9th day of February, 2001.

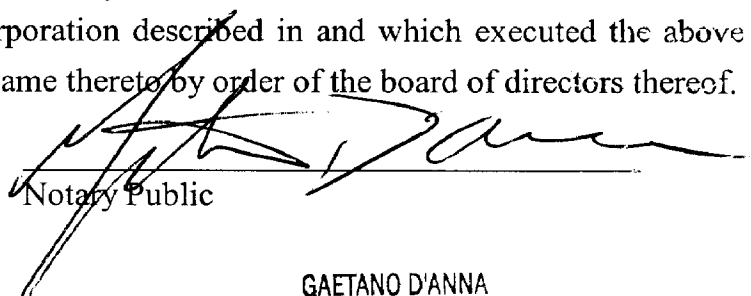
**CANAD, INC.**

By:   
Name: Terence P. Moriarty  
Title: Treasurer and Secretary



STATE OF MA )  
 ) ss.:  
COUNTY OF Suffolk )

On this 21 day of February, 2001, before me personally came Terence P. Moriarty, to me known, who, being by me duly sworn, did depose and say that he/she resides at Dover MA; that he/she is the Treasurer / Secretary, of Canad, Inc., the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto by order of the board of directors thereof.

  
Notary Public

GAETANO D'ANNA  
Notary Public  
My Commission Expires March 5, 2004