

05-06-2002

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

102079037

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Edwards Theatres, Inc.

5-1-02

- Individual(s)
 - General Partnership
 - Corporation - Delaware
 - Other
- Additional name(s) of conveying party(ies) attached? Yes No

- Association
- Limited Partnership

2. Name and Address of receiving party(ies):

Name: Lehman Commercial Paper Inc.

Internal Address: 8th Floor

MAY

Street Address: 745 7th Avenue

City: New York State: NY Zip: 10019

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 17, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/332,274 and 76/332,262

B. Trademark registration No.(s)

2,284,802 2,282,837
2,038,191 2,155,941

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy J. Lyden

Internal Address: Hogan & Hartson L.L.P.

Street Address: 8300 Greensboro Drive

Suite 1100

City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2550

(Attach duplicate copy of this page if paying by deposit account)

05/03/2002 DIAZ1 00000202 76332274

01 FC:481
02 FC:482

40.00 OP
125.00 OP

DO NOT USE THIS SPACE

9. 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.

Timothy J. Lyden
Name of Person Signing

5/1/02
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 7, 2002 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the signatory hereto (the "Additional Grantor") in favor of LEHMAN COMMERCIAL PAPER INC., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Regal Cinemas Corporation, a Delaware corporation ("Holdings") and Regal Cinemas, Inc., a Tennessee corporation ("Regal" and, together with Holdings, the "Borrowers"), have entered into a CREDIT AGREEMENT, dated as of January 29, 2002 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), LEHMAN BROTHERS INC., as sole advisor, sole lead arranger and sole book manager (in such capacity, the "Syndication Agent"), GENERAL ELECTRIC CAPITAL CORPORATION, as documentation agent (in such capacity, the "Documentation Agent"), and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Restricted Subsidiaries (other than the Additional Grantor) (the "Original Grantors") have entered into the Guarantee and Collateral Agreement, dated as of January 29, 2002 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Secured Parties.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Original Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Original Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have executed as a condition thereof the Intellectual Property Security Agreement dated January 29, 2002 for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, as required by the Credit Agreement, the Additional Grantor has entered into the Assumption Agreement dated April 7, 2002 in order to become a party to the Guarantee and Collateral Agreement.

WHEREAS, in connection with becoming a party to the Guarantee and Collateral Agreement, the Additional Grantor has also agreed to deliver this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Grantor agrees as follows:

SECTION 1. Grant of Security. The Additional Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Additional Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Additional Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia or origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Additional Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Additional Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Additional Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including now-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Additional Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Additional Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Additional Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Additional Grantor authorizes and requests that the Register of Copyrights, the commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

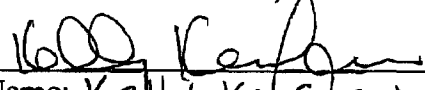
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

EDWARDS THEATRES, INC.

By: 
Name: Kelly KAUFMAN
Title: CFO

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1
TRADEMARKS

<u>Mark/Trade Name</u>	<u>Registrant/Holder</u>	<u>Jurisdiction Issued or Registered</u>	<u>Registration or Application Number</u>	<u>Date of Registration or Application</u>	<u>Date of Expiration</u>
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	United States	2,038,191	February 18, 1997	February 18, 2007
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	890,292 (Application Number)	September 15, 1998	Not Applicable
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	United States	2,155,941	May 12, 1998	May 12, 2008
PICTURE OF EDWARDS LOGO	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	United States	2,282,837	October 5, 1999	October 5, 2009
PICTURE OF EDWARDS LOGO	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	890,194 (Application Number)	September 14, 1998	Not Applicable
PICTURE OF EDWARDS LOGO (3-Dimensional Design)	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	United States	2,284,802	October 12, 1999	October 12, 2009
GET THE BIG PICTURE	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	United States	332,262 (Application Number)	October 29, 2001	Not Applicable

<u>Mark/Trade Name</u>	<u>Registrant/Holder</u>	<u>Jurisdiction Issued or Registered</u>	<u>Registration or Application Number</u>	<u>Date of Registration or Application</u>	<u>Date of Expiration</u>
PICTURE OF EDWARDS THEATRES GIANT SCREEN LOGO	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	United States	332,274 (Application Number)	October 29, 2001	Not Applicable
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	1124076 (Application Number)	December 4, 2001	Not Applicable