



05-06-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 07/31/2002)

RE

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

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

1. Name of conveying party(ies): 5102
Bank of America, N.A., c/o David Price, V.P.
555 S. Flower St., Los Angeles, CA 90071
9-706-11-03, 11th Floor
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State
 Other as collateral Agent

2. Name and address of receiving party(ies)
Name: Edwards Theatres, Inc.
Internal Address: _____
Address: _____
Street Address: 300 Newport Center Drive
City: Newport State: CA Zip: 92660
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other release of security interest

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

Execution Date: April 17, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,038,191
2,155,941, 2,282,837, 2,284,802

Additional number(s) attached Yes No

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

Name: Robert L. Morrison

Internal Address: Pillsbury Winthrop LLP

Street Address: 725 S. Figueroa Street, Suite 2800

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41). \$ 115

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

03-3975

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

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.

Christopher J. Chaudoir

April 19, 2002

Name of Person Signing

Signature

Date

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

05/03/2002 TDI A21 00000201 2038191

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

01 FC:481
02 FC:482

40.00 OP
75.00 OP

TRADEMARK
REEL: 2499 FRAME: 0566

April 16, 2002

Edwards Theatres, Inc
300 Newport Center Dr.
Newport Beach CA 92660

Ladies and Gentlemen:

Reference is made to (i) the Restructured Term Credit Agreement, dated as of September 7, 2001, as amended from time to time (the "Credit Agreement"), among Edwards Theatres, Inc ("Borrower"), Bank of America, N.A. as Administrative Agent and Collateral Agent (the "Agent") and the other banks listed therein ("Lenders"), and (ii) the other financing documents relating to the Credit Agreement (collectively with the Credit Agreement, the "Financing Documents"). We understand that, on the Payoff Date (as hereinafter defined), Borrower expects to repay in full all of the obligations and liabilities of Borrower to Agent and the Lenders under or in respect of the Financing Documents (the "Obligations").

1 This letter agreement will confirm that, on the date on which all of the following conditions shall first be satisfied (the "Payoff Date"), all of the Obligations shall be terminated and satisfied in full (other than (i) those Obligations that by their terms survive termination and (ii) the Borrower's obligation to reimburse the Agent for all costs and expenses (including legal fees) incurred in connection with the releases and other transactions contemplated hereby):

(a) receipt by the Agent, no later than 11:00 a.m., Los Angeles time, on April 17, 2002, of a wire transfer of immediately available funds in the aggregate amount of \$180,666,950.01 subject to adjustment as set forth in this Paragraph 1 (as so adjusted, the "Payout Amount"), consisting of

(i) \$180,000,000.00 in respect of unpaid principal outstanding under the Financing Documents (assuming no further loans or repayments are made); and

(ii) \$570,000.00 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount (the per diem accrual of such interest being \$28,250.00 per day); and

(iii) \$4,697.19 in respect of LIBOR (as defined in the Credit Agreement) breakage costs; and

(iv) \$77,253 in respect of outstanding costs and expenses of the Agent as of the date hereof, including legal fees; and

(v) \$15,000 in respect of estimated costs and expenses of the Agent, including legal fees, incurred after the date hereof for the purpose of complying with the transactions described herein, including Paragraphs 3, 4 and 5 hereof, and

(b) receipt by the Agent of a fully-executed counterpart of this letter agreement signed by Borrower

If the assumptions set forth above with respect to the calculation of the principal, interest, fees and breakage costs components of the Payout Amount are not correct, we will so advise Borrower in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in such amounts. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, Agent agrees to release, on, and with effect from, the Payoff Date, all of its security interests and liens created as security for the Obligations (provided that, delivery of documentation confirming such release may follow pursuant to Paragraph 3 below). In the event that the estimated amount set forth in Paragraph 1(a)(v) hereof is inadequate to compensate Agent for its actual costs and expenses as specified therein, Borrower agrees to promptly pay the difference to Agent, in the event that such estimated amount exceeds Agent's actual costs and expenses, Agent agrees to promptly refund the difference to Borrower.

2. Please transfer the Payout Amount to Bank of America, N A , Dallas, Texas (ABA No. 111000012) Account No. 1292000883, Account Name: Credit Services, Reference: Edwards Theatres, Inc., Attention: Otis Howard, in accordance with the foregoing.

3 On the Payoff Date (or, to the extent not practicable, within a reasonable period of time thereafter), Agent shall (a) execute (if required) and deliver to Borrower, and Borrower shall be authorized to file, all Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary to release, the security interests, financing statements, and all other notices of security interests and liens previously filed by or on behalf of Agent with respect to the Obligations and (b) deliver to Borrower all pledged securities, pledged notes and any other possessory collateral previously delivered to Agent and not previously returned to Borrower in connection with the Financing Documents.

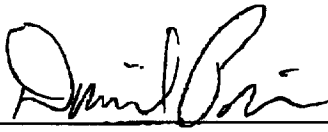
4 Agent will, as promptly as practicable upon the satisfaction of the conditions referred to in Paragraph 1 above, return to Borrower the originals of any and all promissory notes previously delivered in connection with the Financing Documents and in its possession, duly marked "paid in full" or "cancelled" (or with written authorizations to so mark such documents after the Payoff Date actually occurs), as may be appropriate

5. Agent shall execute and deliver to or for Borrower such additional documents and shall provide additional information as Borrower may reasonably require to carry out the terms of this letter agreement, in each case at the sole cost and expense of the Borrower

6. Borrower acknowledges that the amounts referred to in Paragraph 1 above are enforceable obligations of it owed to Agent and the Lenders pursuant to the provisions of the Financing Documents and confirms its agreement to the terms and provisions of this letter agreement by returning to Agent a signed counterpart of this letter. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

Very truly yours,

BANK OF AMERICA, N A , as Administrative and Collateral Agent

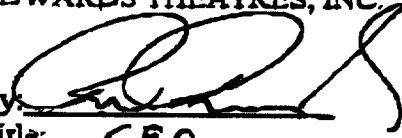
By:  DAVID PRICE
Title: _____ Vice President

Agreed to by the undersigned
EDWARDS THEATRES, INC.

By: _____
Title: _____

Agreed to by the undersigned:

EDWARDS THEATRES, INC.

By: 
Title: C.E.O.

[Payoff Letter Signature Page]

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