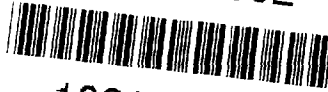


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

7-23-02

1. Name of conveying party(ies): AmStar Entertainment, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company - Delaware

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 19, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal Address: Suite 700

Street Address: 2325 Lakeview Parkway

City: Alpharetta State: GA Zip: 30004

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

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

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s) 2,576,408

Additional number(s) attached Yes No

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

Name:

RETURN TO: FEDERAL RESEARCH CORP 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

City: State: Zip:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope Johnson Name of Person Signing

Penelope Johnson Signature

07/19/02 Date

Total number of pages including cover sheet, attachments, and document: 7

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

07/24/2002 GTON11 00000034 2576408

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TRADEMARK REEL: 002547 FRAME: 0422

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2002, by AMSTAR ENTERTAINMENT, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

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

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

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

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TRADEMARK

-- REEL: 002547 FRAME: 0423

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

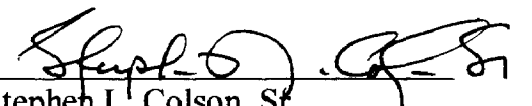
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**AMSTAR ENTERTAINMENT, LLC**, a  
Delaware limited liability company

By:   
Name: Stephen L. Colson, Sr.  
Title: President

**ACCEPTED AND ACKNOWLEDGED**

**BY:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware  
corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**


**AMSTAR ENTERTAINMENT, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Stephen L. Colson, Sr.  
Title: President

**ACCEPTED AND ACKNOWLEDGED**

**BY:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware  
corporation, as Agent

By:   
Name: Kenneth M. Gacevich  
Title: Duly Authorized Signatory


Trademark Security Agreement

**TRADEMARK**  
**REEL: 002547 FRAME: 0426**

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Alabama )  
 ) ss.  
COUNTY OF Jefferson )

On this 8<sup>th</sup> day of July, 2002 before me personally appeared Stephen L. Colson, Sr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AmStar Entertainment, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public STATE OF ALABAMA  
MY COMMISSION EXPIRES: Oct 24, 2004  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS  
(seal)

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARKS AND TRADEMARK LICENSES**

REGISTRATIONS

<i>Mark</i>	<i>Registration number</i>
AMSTAR CINEMA	2,576,408

Trademark Security Agreement

RECORDED: 07/23/2002

**TRADEMARK**  
**REEL: 002547 FRAME: 0428**