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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102361142

To the Honorable Commissioner of Patents and Trademarks and original documents or copy thereof.

1. Name of conveying party(ies): World Theatre, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other North Carolina

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

2. Name and address of receiving party(ies)

Name: AMB Group, LLC Internal Address: ATTN; David Homrich Street Address: 3290 Northside Pkwy, Suite 600 City: Atlanta State: GA Zip: 30327

- Individual(s) citizenship Association General Partnership Limited Partnership Georgia Corporation-State 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 Merger Security Agreement Change of Name Other

Execution Date: 02/14/2003

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

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: King & Spalding

Internal Address: Attn: Deborah Corey

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 345.00 (incl. expedite)

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Deborah Corey Name of Person Signing

Deborah Corey Signature

February 19, 2003 Date

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

02/21/2003 6TOM11 00000025 76262792

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

01 FC:8521 40.00 OP 02 FC:8522 150.00 OP 03 FC:8523 120.00 OP

0000124302 6TOM11 Refund Ref: 02/21/2003

CHECK Refund Total: \$35.00

TRADEMARK REEL: 002611 FRAME: 0724

TRADEMARKS

World Theatre, Inc.  
Schedule I

<b>TRADEMARK</b>	<b>APPLICATION*/ REGISTRATION NO.</b>	<b>SERIAL/ REGISTRATION DATE</b>
KEY	76262792	05/25/2001
KEY MARK	76303816	08/23/2001
WTI	76089873	07/17/2000
WORLD THEATRE	75737130	06/25/1999
WORLD THEATRE	76058349	05/30/2000
POS	76126516	09/12/2000
PERSONAL ORDERING SYSTEM	76441119	08/16/2002

\*All of such Trademark applications are on an intent to use basis.

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 14, 2003, is made between WORLD THEATRE, INC., a North Carolina corporation (the "Company"), and AMB Group, LLC, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent"), for the benefit of the Lender defined below.

### WITNESSETH:

WHEREAS, the Company is party to that certain Note Purchase Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note Purchase Agreement"), by and among Company and Exodus Capital, LLC, a Georgia limited liability company (the "Lender");

WHEREAS, in connection with the Note Purchase Agreement, the Company has executed and delivered a Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (k) of Section 4 of the Security Agreement, the Company is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Property (as defined below) to secure all Secured Obligations; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, for the benefit of the Lender, as follows:

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. As security for all of the Secured Obligations, the Company hereby grants and conveys a security interest to the Collateral Agent, for its benefit and the ratable benefit of the Lender, in, and collaterally assigns to the Collateral Agent, for its benefit and the ratable benefit of the Lender, all of its right, title and interest in, to and under the following (collectively, the "Property");

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including

those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

all Trademark licenses for the grant by or to the Company of any right to use any Trademark; and

all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Collateral Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Collateral Agent with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 8 thereof. At any time and from time to time prior to such termination, the Collateral Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Collateral Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as the Company may reasonably request (but without recourse or warranty by the Collateral Agent or any Lender) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark or Trademark license, the provisions of Section 2 shall automatically apply thereto and the Company shall

comply with the terms of the Security Agreement with respect to such new Trademark or Trademark license. The Company authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark licenses covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Collateral Agent nor the Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Company shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Collateral Agent or the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Collateral Agent and the Lender for all expenses, including attorneys' fees, incurred by the Collateral Agent and the Lender in protecting, defending and maintaining the Property.

7. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

8. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal and by its duly authorized officer (where appropriate) as of the date first above written.

WORLD THEATRE, INC.

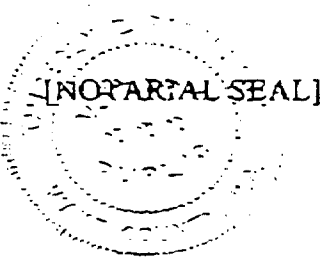
By: Kelly C. Sparks  
Name: Kelly C. Sparks  
Title: President

[Signature]  
Witness  
[Signature]  
Witness

STATE OF NORTH CAROLINA )  
  ) ss.:  
COUNTY OF WAKE)

On the 14<sup>th</sup> day of February, 2003 before me personally came Kelly C. Sparks, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of World Theatre, Inc., who being by me duly sworn, did depose and say that he is the President of World Theatre, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public  
My Commission Expires:  
11/20/06



[Signature page 1 of 2 for Trademark Security Agreement]

COLLATERAL AGENT

AMB Group, LLC

By. *David E. Hornrich*  
Name Printed: DAVID E. HORN RICH

Executive Vice President  
Finance & Investments  
AMB Group, LLC

*David E. Hornrich*  
Witness

*Victor...*  
Witness

STATE OF GEORGIA        )  
  ) ss.:  
COUNTY OF FULTON        )

On the 14<sup>th</sup> day of February, 2003 before me personally came David E. Hornrich, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Collateral Agent, who being by me duly sworn, did depose and say that said instrument was signed by him as the Collateral Agent; and that he acknowledged said instrument to be his own free act and deed.

*Samantha Burleson*  
Notary Public

My Commission Expires:

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[NOTARIAL SEAL]

Notary Public, Spalding County, Georgia  
My Commission Expires March 3, 2006

[Signature page for Trademark Security Agreement]