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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):

MULTIPLEX PROPERTIES, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- Other _____

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

3. Nature of conveyance:

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

Execution Date: February 14, 2003

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

Name: Lehman Commercial Paper Inc., as Administrative Agent

Internal Address: _____

Street Address: 3 World Financial Center

City: New York State: NY ZIP: 10285

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional number(s) attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

30

7. Total fee (37 CFR 3.41):\$ 765.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(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.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

3/3/03
Date

03/06/2003 6TON11 00000037 76303509

Total number of pages including cover sheet, attachments, and document: 11

01 FC:4521
02 FC:4522

40.00 UP
725.00

All documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002683 FRAME: 0687

SCHEDULE A

U.S. Trademarks Registrations and Applications

| TRADEMARK | OWNER/ ASSIGNEE | REG. NO./ APP. NO. | STATUS |
|---|----------------------------|---------------------------|---------------|
| DBO | Multiplex Properties, Inc. | 76/303,509 | Pending |
| DIRECT BOX OFFICE | Multiplex Properties, Inc. | 76/303,510 | Pending |
| FUN FILMS FOR KIDS! | Multiplex Properties, Inc. | 76/394,185 | Pending |
| SUMMER MOVIE CLUBHOUSE | Multiplex Properties, Inc. | 76/394,190 | Pending |
| TAKE THE DIGITAL HIGHWAY BYPASS NO LINES ONLINE | Multiplex Properties, Inc. | 76/065,500 | Pending |
| CINEMARK AND DESIGN | Multiplex Properties, Inc. | 2,390,388 | Registered |
| THE BEST SEAT IN TOWN | Multiplex Properties, Inc. | 2,390,351 | Registered |
| CINEPASS | Multiplex Properties, Inc. | 2,275,620 | Registered |
| MAMA RUGI'S | Multiplex Properties, Inc. | 2,201,454 | Registered |
| STUDIO EATS AND DESIGN | Multiplex Properties, Inc. | 2,307,801 | Registered |
| STUDIO EATS | Multiplex Properties, Inc. | 2,243,783 | Registered |
| TINSELTOWN USA | Multiplex Properties, Inc. | 2,238,053 | Registered |
| HOLLYWOOD USA | Multiplex Properties, Inc. | 2,174,197 | Registered |
| TINSELTOWN | Multiplex Properties, Inc. | 1,982,838 | Registered |
| HOLLYWOOD USA | Multiplex Properties, Inc. | 1,840,170 | Registered |
| CINEMARK | Multiplex Properties, Inc. | 1,660,126 | Renewed |
| CINEMARK THEATRES | Multiplex Properties, Inc. | 1,598,964 | Renewed |
| MOVIES 10 | Multiplex Properties, Inc. | 1,560,196 | Registered |
| MOVIES 5 | Multiplex Properties, Inc. | 1,560,195 | Registered |
| DESIGN ONLY | Multiplex Properties, Inc. | 1,558,480 | Registered |
| FRONT ROW JOE | Multiplex Properties, Inc. | 1,540,958 | Registered |
| MOVIES 6 | Multiplex Properties, Inc. | 1,560,194 | Registered |
| MOVIES 8 | Multiplex Properties, Inc. | 1,560,193 | Registered |
| DESIGN ONLY | Multiplex Properties, Inc. | 1,551,346 | Registered |
| CINE EN ESPANOL AND DESIGN | Multiplex Properties, Inc. | 78/140,752 | Pending |

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|-----------------------|----------------------------|------------|---------|
| CINEMARKETING | Multiplex Properties, Inc. | 78/143,080 | Pending |
| CIN-E-MONEY | Multiplex Properties, Inc. | 78/135,229 | Pending |
| CINEMONEY AND DESIGN | Multiplex Properties, Inc. | 78/135,238 | Pending |
| DIGITAL EDGE | Multiplex Properties, Inc. | 78/201,605 | Pending |
| FOR REEL MOVIE LOVERS | Multiplex Properties, Inc. | 78/161,331 | Pending |

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 14, 2003 is made by MULTIPLEX PROPERTIES, INC., a Delaware corporation, (the "Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined below), including the banks, other financial institutions and other entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 14, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CINEMARK, INC., a Delaware corporation, CNMK HOLDING, INC., a Delaware corporation, CINEMARK USA, INC., a Texas corporation (the "Borrower"), the Lenders, LEHMAN BROTHERS INC., as sole lead arranger and sole bookrunner (in such capacity, the "Arranger"), BANK OF AMERICA, N.A. as syndication agent (in such capacity, the "Syndication Agent"), and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make certain extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other related entities have executed and delivered the Guarantee and Collateral Agreement, dated as of February 14, 2003 in favor of the Administrative Agent for the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), a security interest in, and lien on, all Intellectual Property now owned or at any time hereafter acquired by Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

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

meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in, and a right of setoff against, and effective at a future date only upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the ratable benefit of the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders, for the ratable benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall be controlling. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MULTIPLEX PROPERTIES, INC.
as Grantor

By: 
Name: Andrew Panaccione
Title: Secretary

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

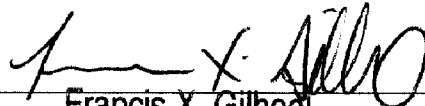
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MULTIPLEX PROPERTIES, INC.
as Grantor

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: 
Name: Francis X. Gilhoo
Title: Authorized Signatory

STATE OF Delaware)
) ss
COUNTY OF New Castle)

On the 13th day of February, 2003, before me personally came Andrea Paracchini, who is personally known to me to be the Secretary of MULTIPLEX PROPERTIES, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Linda L. Carney
Notary Public

(PLACE STAMP AND SEAL ABOVE)

LINDA L. CARNEY, NOTARY PUBLIC
State of Delaware, New Castle County
Commission No. 20010568407
My Commission Expires 06/21/2003

STATE OF **New York**)
) ss
COUNTY OF **New York**

On the 14 day of February, 2003, before me personally came Francis X. A. Mori, who is personally known to me to be the Authorized Signatory of LEHMAN COMMERCIAL PAPER INC.; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

PERLA PRICE
NOTARY PUBLIC, State of New York
No. 01FR6086303
Qualified in New York County
Commission Expires January 21, 2007
(PLACE STAMP AND SEAL ABOVE)

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| TINSELTOWN USA | Multiplex Properties, Inc. | 2,238,053 | Registered |
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TRADEMARK
REEL: 002683 FRAME: 0696

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