

FORM PTO-1594 (Modified)
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):

Silver Cinemas Acquisition Co.

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

JPMORGAN CHASE BANK (as Administrative Agent)
1166 Avenue of the Americas
Floor 17
New York, NY 10036

3. Nature of conveyance:

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

Execution Date: April 30, 2004

Effective Date: April 30, 2004

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

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

76535882

B. Trademark Registration No.(s):

2058951

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

Catherine R. Howell, Paralegal
Attn: TMSU
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue N.W.
Washington, D.C. 20004

Telephone: 202-739-5652
Facsimile: 202-739-3001
E-Mail: chowell@morganlewis.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 C.F.R. § 3.41) \$ 65.00

- Check enclosed.
- Authorized to charge fee and any overpayments/deficiencies to deposit account.

8. Deposit account number:

13-4520

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.

Catherine R. Howell, Paralegal
Name of Person Signing


Signature

September 30, 2004
Date

Total number of pages including cover sheet, attachments and document: 12

OMB No. 0651-0011 (exp. 4/94)

CH \$66.00 134620 76535882

TRADEMARK SECURITY AGREEMENT**(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Landmark Acquisition Corp., a Delaware corporation (the "Borrower"), and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrower and the Guarantors being collectively referred to as the "Pledgors"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of April 30, 2004 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Borrower, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, as agent for the Lenders (in such capacity, the "Administrative Agent") and as the issuer of letters of credit (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue letters of credit for the account of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, Administrative Agent and Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for payment in full of the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i-iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent within five (5) Business Days after the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders therein, or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the

Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgors agree to assist the Administrative Agent with any steps reasonably taken, or any suits or proceedings reasonably instituted by the Administrative Agent pursuant to this paragraph at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated, all Obligations have been indefeasibly paid in full and performed and all Letters of Credit have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Administrative Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Agreement, and any modifications or amendments hereto, may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of _____, 2004.

LANDMARK ACQUISITION CORP.

By: _____
Name:
Title:

SILVER HOLDCO INC.

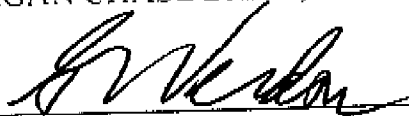
By: _____
Name:
Title:

SILVER CINEMAS ACQUISITION CO.

By: _____
Name:
Title:

Accepted:

JPMORGAN CHASE BANK, as Administrative Agent

By: 
Name: **GARRETT J. VERDONE**
Title: **SENIOR VICE PRESIDENT**

[Signature page to Trademark Security Agreement]

STATE OF CA)
: ss.:
COUNTY OF LOS ANGELES

On this the 21 day of April, 2004 before me,
Christine A. Lowe, the undersigned Notary Public, personally appeared
Jeff Thomas

personally known to me,

proved to me on the basis of satisfactory evidence, to be the
_____ of the corporation known as Silver Holdco Inc. who executed the
foregoing instrument on behalf of the corporation and acknowledged that such corporation
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public



Schedule A to Trademark
Security Agreement

TRADEMARKS

Registered Trademarks:

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
US	Silver Cinemas Acquisition Co.		2058951	May 6, 1997	Word Mark for "Movienet"

Applied for Federal Trademark Registration:

E Street Cinema

Common Law Trademarks:

LANDMARK THEATRES

LANDMARK CINEMAS

SILVER CINEMAS

Schedule B to Trademark
Security Agreement

TRADEMARK LICENSES

Material Licenses: None
Licensee

Property

Material Agreements: None