

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NATIONAL CINEMA NETWORK, INC.		12/23/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	THE BANK OF NOVA SCOTIA, as Administrative Agent
<b>Street Address:</b>	One Liberty Plaza
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10006
<b>Entity Type:</b>	A National Banking Association:

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2570273	CINEBAGS
Registration Number:	2683673	CINEBUCKETS
Registration Number:	2512433	CINEDISPLAY
Registration Number:	2555469	CINEKIOSKS
Registration Number:	2573245	CINEPROMOTIONS
Registration Number:	2578862	CINESAMPLING
Registration Number:	2692089	CINESIGN
Registration Number:	2558424	CINETICKETS
Registration Number:	2804734	DIGITAL ON-SCREEN ENTERTAINMENT
Registration Number:	1518589	NATIONAL CINEMA NETWORK
Registration Number:	2338783	NCN
Registration Number:	1944085	NCN MOVIE TIMES
Registration Number:	1516614	NCN NATIONAL CINEMA NETWORK
Registration Number:	2298257	NCN NATIONAL CINEMA NETWORK

**OP \$415.00 2570273**

Registration Number:	1743483	ON-SCREEN ENTERTAINMENT
Registration Number:	2269751	PRE-SHOW COUNTDOWN

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3127017237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher H. Dore  
Address Line 1: 190 S. LaSalle St.  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christopher H. Dore
Signature:	/Christopher H. Dore/
Date:	01/06/2005

**Total Attachments: 9**  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2004 (this "Agreement"), is made by NATIONAL CINEMA NETWORK, INC., a Delaware corporation (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of March 26, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Administrative Agent, Citicorp of North America, Inc. and General Electric Capital Corporation, as Co-Documentation Agents, and Bank of America, N.A., as Syndication Agent, the Lenders and the Issuer have extended Commitments to make Loans and issue Letters of Credit to the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 26, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor 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 Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all of its 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 Item A of 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, 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");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent

hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. 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.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

NATIONAL CINEMA NETWORK, INC.

By: *Craig R. Perry*  
Title:

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

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

Trademark Security Agreement

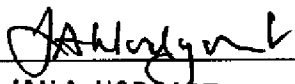
TRADEMARK  
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

NATIONAL CINEMA NETWORK, INC.

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

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By:  \_\_\_\_\_  
Title: IANA A. HODGART  
AUTHORIZED SIGNATORY

SCHEDULE I  
to Trademark Security Agreement  
(National Cinema Network, Inc.)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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(See Attached)

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Not Applicable

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Not Applicable

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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(See Attached)




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**ATTACHMENT 1**  
**to Trademark Security Agreement**  
**(National Cinema Network, Inc.)**

Mark/Image L & G Ref. No.	Goods	Class	App. Date	App. #	Reg. Date	Reg. #
CINEBAGS 392349	Promoting the goods and services of others in movie theatres through the advertising on bags sold to concession patrons	035	05-21-2001	78/064,671	05-14-2002	2,570,273
CINEBUCKETS 392348	Promoting the goods and services of others in movie theatres through the use of digital visual presentations on movie screens and in movie theatre lobby areas.	041	05-21-2001	78/064,677	02-04-2003	2,683,673
CINEDISPLAY 383636	Promoting the goods and services of others in movie theatres through the use of digital visual presentations on movie screens and in movie theatre lobby areas.	035	11-29-2000	76/172,697	11-27-2001	2,512,433
CINEKIOSKS 383037	Promoting the goods and services of others in movie theatres through the use of interactive, touch screen demonstrations in movie theatre lobby areas.	035	11-29-2000	76/172,956	04-02-2002	2,555,469
CINEPROMOTIONS 383635	Promoting the goods and services of others in movie theatres through the use of digital visual presentations on movie screens and in movie theatre lobby areas.	035	11-29-2000	76/172,651	05-28-2002	2,573,245
CINESAMPLING 394258	Promoting the goods and services of others in movie theatres through the distribution of product samples.	041	07-06-2001	78/072,686	06-11-2002	2,578,862
CINESIGN 383638	Promoting the goods and services of others in movie theatres through the use of digital visual presentations on movie screens and in movie theatre lobby areas	035	11-29-2000	76/172,650	03-04-2003	2,692,089
CINETICKETS 383637	Promoting the goods and services of others in movie theatres through the use of advertising and coupons on movie theatre tickets	035	11-29-2000	76/172,654	04-09-2002	2,558,424
DIGITAL ON-SCREEN ENTERTAINMENT 402558	Preparing advertising for others consisting of digital presentations on movie theater screens and in movie theater lobbies to promote the goods and services of others and which include short movie clips and trivia quizzes	035	07-22-2002	78/146,044	01-13-2004	2,804,734

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Mark/Image L & G Ref. No.	Goods	Class	App. Date	App. #	Reg. Date	Reg. #
NATIONAL CINEMA NETWORK 370155	Promoting the goods and services of others in movie theatres through the use of slide and visual presentations on movie theatre screens and in movie theatre lobby areas (Dates of first use: 05-01-1985)	035	07-18-1988	73/740,678	12-27-1988	1,518,589
NCN 370146	Promoting the goods and services of others in movie theatres through the use of slide and visual presentations on movie theatre screens and in movie theatre lobby areas.	035	07-12-1999	75/747,849	04-04-2000	2,336,783
NCN MOVIE TIMES 370152	Magazines featuring articles on movies and related topics (Dates of first use: 06-01-1994) Disclaimer: No claim is made to the exclusive right to use "movie" apart from the mark as shown.	016	01-17-1995	74/622,361	12-26-1995	1,944,085
NCN NATIONAL CINEMA NETWORK AND DESIGN 370156	 Promoting the goods and services of others in movie theatres through the use of slide and visual presentations on movie theatre screens and in movie theatre lobby areas (Dates of first use: 05-01-1985) Disclaimer: No claim is made to the exclusive right to use "National Cinema Network" apart from the mark as shown.	035	11-16-1987	73/695,891	12-13-1988	1,516,614
NCN NATIONAL CINEMA NETWORK AND DESIGN 370148	 Preparation of advertising for others for use in movie theatres as films and preparation of advertising for others for use in movie theatres as films and slide shows before a feature movie, in print media distributed at movie theatres, and in audio broadcasts in movie theaters; and promoting the goods and services of others through conducting give away product promotions in movie theaters.	035	12-07-1998	75/601,254	12-07-1999	2,298,257
ON-SCREEN ENTERTAINMENT AND DESIGN 370154	 Preparing advertising for others consisting of slide and film presentations on movie theater screens and in movie theater lobbies to promote the goods and services of others and which include short movie clips and trivia quizzes	035	09-16-1991	74/203,535	12-29-1992	1,743,483

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Mark/Image L & G Ref. No.	Goods	Class	App. Date	App. #	Reg. Date	Reg. #
PRE-SHOW COUNTDOWN AND DESIGN 370150	Production of advertising slide shows, movies and videos for use by others in movie theaters prior to the feature movies; and Production of entertainment and animated slide shows, movies, videos, and sound records for use by others in movie theaters prior to the feature movies.	035 041	10-14-1997	75/372,930	08-10- 1999	2,269,751

