

03-29-2005



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Loews Cineplex Theatres, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 7/30/2004

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal

Address: _____

Street Address: 2 Penns Way, 1st Floor

City: New Castle State: DE Zip: 19720

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State DE
- 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)
SEE ATTACHED.

B. Trademark Registration No.(s)
SEE ATTACHED.

Additional number(s) attached Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 3.41).....\$ 740.00

- Enclosed
- Authorized to be charged to deposit account

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.

Andrew Wilson

Name of Person Signing

[Signature]

Signature

9/22/2004

Date

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

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

09/27/2004 ECOOPER 00000006 75028126

01 FC:8521
02 FC:8522

40.00 OP
700.00 OP

TRADEMARK
REEL: 003056 FRAME: 0026

9.24.04

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

REF#	MARK	OWNER	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES							
100020	213-779-CINE	Loews Cineplex Theatres, Inc.	12/1/1995	75/028,126	4/4/2000	2,336,947	REGISTERED
100007	50-LOEWS	Loews Cineplex Theatres, Inc.	8/24/1999	75/783,409	2/29/2000	2,352,068	REGISTERED
100053	BEHIND THE SCENES	Loews Cineplex Theatres, Inc.	4/27/2004	76/589,032			PENDING
100032	C DESIGN	Loews Cineplex Theatres, Inc.	9/22/1986	73/621,550	8/4/1987	1,451,408	REGISTERED
100021	CINE CAFE	Loews Cineplex Theatres, Inc.	5/1/1995	74/667,918	6/17/1997	2,071,024	REGISTERED
100024	CINE CANDY	Loews Cineplex Theatres, Inc.	5/1/1995	74/667,901	5/6/1997	2,058,639	REGISTERED
100022	CINE CANDY & DESIGN	Loews Cineplex Theatres, Inc.	5/1/1995	74/667,913	2/17/1998	2,136,478	REGISTERED
100001	CINEPLEX	Loews Cineplex Theatres, Inc.	6/17/1981	73/274,029	9/27/1983	1,252,479	REGISTERED
100025	CINEPLEX INTERNATIONAL	Loews Cineplex Theatres, Inc.	3/28/1995	74/652,507	12/2/1997	2,117,204	REGISTERED
100029	CINEPLEX ODEON	Loews Cineplex Theatres, Inc.	9/29/1986	73/622,983	6/16/1987	1,443,469	REGISTERED
100030	CINEPLEX ODEON	Loews Cineplex Theatres, Inc.	9/29/1986	73/622,982	12/1/1987	1,467,668	REGISTERED
100026	CINEVISION	Loews Cineplex Theatres, Inc.	8/1/1994	74/556,021	12/2/1997	2,117,165	REGISTERED
100027	CIRCLE DESIGN	Loews Cineplex Theatres, Inc.	9/29/1986	73/622,990	12/1/1987	1,467,669	REGISTERED
100028	CIRCLE DESIGN	Loews Cineplex Theatres, Inc.	9/29/1986	73/622,984	6/30/1987	1,445,446	REGISTERED
100046	ENJOY THE SHOW	Loews Cineplex Theatres, Inc.	12/17/2003	76/565,621			PENDING

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**TRADEMARK
REEL: 003056 FRAME: 0027**

REF#	MARK	OWNER	FILED	APPL#	REGDT	REG#	STATUS
100014	LIGHTS DESIGN	Loews Cineplex Theatres, Inc.	3/30/1998	75/459,006	5/18/1999	2,246,058	REGISTERED
100044	LOEWS	Loews Cineplex Theatres, Inc.	12/12/2003	76/565,006			PENDING
100013	LOEWS CINEPLEX	Loews Cineplex Theatres, Inc.	9/9/1998	75/55,0556	3/14/2000	2,328,348	REGISTERED
100008	LOEWS CINEPLEX & DESIGN	Loews Cineplex Theatres, Inc.	4/27/1999	75/693,539	5/16/2000	2,349,929	REGISTERED
100012	LOEWS CINEPLEX ENTERTAINMENT	Loews Cineplex Theatres, Inc.	9/9/1998	75/550,557	2/29/2000	2,323,399	REGISTERED
100011	LOEWS CINEPLEX INTERNATIONAL	Loews Cineplex Theatres, Inc.	9/9/1998	75/550,558	2/29/2000	2,323,400	REGISTERED
100009	LOEWS CINEPLEX UNITED STATES	Loews Cineplex Theatres, Inc.	4/20/1999	75/686,952	4/18/2000	2,343,251	REGISTERED
100042	REEL DOLLARS	Loews Cineplex Theatres, Inc.	7/7/2003	76/528,420			PENDING
100045	REEL GIFTS	Loews Cineplex Theatres, Inc.	12/17/2003	76/565,620			PENDING
100006	REEL JAVA	Loews Cineplex Theatres, Inc.	7/9/1996	75/131,371	11/11/1997	2,113,044	REGISTERED
100010	REEL KIDZ STUFF	Loews Cineplex Theatres, Inc.	2/19/1999	75/644,300	10/17/2000	2,394,964	REGISTERED
100043	REEL MEMORIES	Loews Cineplex Theatres, Inc.	7/7/2003	76/528,419			PENDING
100038	REEL MOMS	Loews Cineplex Theatres, Inc.	4/1/2003	76/503,230	2/24/2004	2,816,719	REGISTERED
100005	RKO CENTURY	RKO Century Warner Theatres, Inc.	8/24/1998	75/783,714			PENDING
100002	RKO CENTURY WARNER THEATRES	RKO Century Warner Theatres, Inc.	10/7/1997	75/386,638			PENDING
100047	STAR THEATRES LOGO	Loews Cineplex Theatres, Inc.	12/17/2003	76/565,619			PENDING

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated July 30, 2004 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Citicorp North America, Inc., as administrative agent (the Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LCE Acquisition Corporation, a Delaware corporation (to be merged with and into Loews Cineplex Entertainment Corporation), has entered into a Credit Agreement dated as of July 30, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Grupo Cinemex, S.A. de C.V., a Mexican corporation, Cadena Mexican de Exhibición, S.A. de C.V., a Mexican corporation, LCE Holdco, LLC, a Delaware limited liability company ("Holdings"), Citicorp North America, Inc., as the L/C Issuer, the Dollar Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders (including the Overdraft Loan Facility Lender) party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of July 30, 2004 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) each Trademark license to which the Grantor is a party, including, without

limitation, each Trademark license referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

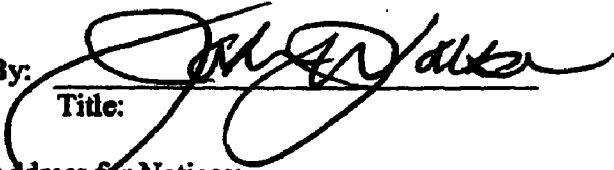
Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder)

shall remain in full force and effect in accordance with its terms.

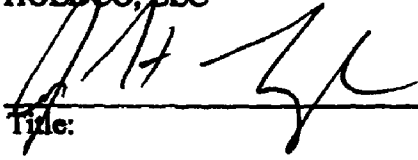
Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

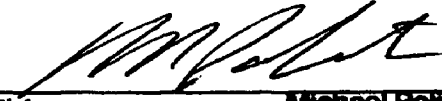
LOEWS CINEPLEX
ENTERTAINMENT
CORPORATION

By: 
Title: _____
Address for Notices:

LCE HOLDCO, LLC

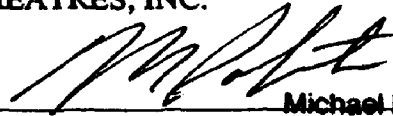
By: 
Title: _____
Address for Notices:

LOEWS CINEPLEX
THEATRES, INC.

By: 
Title: Michael Politi
Senior Vice President & Corporate Counsel

Address for Notices:
711 FIFTH AVE., 12TH FL.
NEW YORK, NY 10022

RKO CENTURY WARNER
THEATRES, INC.

By: 
Title: Michael Politi
Senior Vice President & Corporate Counsel

Address for Notices:
711 FIFTH AVE., 12TH FL.
NEW YORK, NY 10022

**Schedule 1
to Trademark
Security Agreement**

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100046	ENJOY THE SHOW	Loews Cineplex Theatres, Inc.	12/17/2003	76/565,621			PENDING

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**TRADEMARK
REEL: 003056 FRAME: 0034**

REF#	MARK	OWNER	FILED	APPL#	REGDT	REG#	STATUS
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100013	LOEWS CINEPLEX	Loews Cineplex Theatres, Inc.	9/9/1998	75/55,0556	3/14/2000	2,328,348	REGISTERED
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100038	REEL MOMS	Loews Cineplex Theatres, Inc.	4/1/2003	76/503,230	2/24/2004	2,816,719	REGISTERED
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100002	RKO CENTURY WARNER THEATRES	RKO Century Warner Theatres, Inc.	11/7/1997	75/386,638			PENDING
100047	STAR THEATRES LOGO	Loews Cineplex Theatres, Inc.	12/17/2003	76/565,619			PENDING

**Schedule 2
to Trademark
Security Agreement**

TRADEMARK LICENSES

1. License Agreement, dated April 29, 2003, among Magic Johnson Theatres, Farmers Cinemas, Inc. and June Bug Lifetime Trust.
2. Agreement and Assignment dated June 28, 1985, between Loews Corporation and Loews Theatre Management Corp.