

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Collateral Assignment and Second Lien Pledge and Security Agreement (Previously Recorded at Reel 2823 Frame 0679)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National City Bank, as Collateral Agent		05/19/2005	National banking association:

RECEIVING PARTY DATA

Name:	Carmike Cinemas, Inc.
Street Address:	1301 First Avenue
City:	Columbus
State/Country:	GEORGIA
Postal Code:	31901
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1702213	CARMIKE CINEMAS
Registration Number:	2756369	WYNNSONG CINEMAS
Registration Number:	2357500	SUMMIT CINEMA CAFE
Registration Number:	2126330	HOLLYWOOD CONNECTION
Registration Number:	1702214	C
Registration Number:	1448964	CARMIKE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7698
 Email: LLevy@stblaw.com
 Correspondent Name: Mark Solomon, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue

OP \$165.00 1702213

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Mark Solomon

Signature:

/ms/

Date:

07/05/2005

Total Attachments: 4

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RELEASE OF COLLATERAL ASSIGNMENT AND SECOND LIEN PLEDGE AND
SECURITY AGREEMENT
(TRADEMARKS)

THIS RELEASE OF COLLATERAL ASSIGNMENT AND SECOND LIEN PLEDGE AND SECURITY AGREEMENT is given as of this 19 day of May, 2005 by NATIONAL CITY BANK, a national banking association ("Assignor"), to CARMIKE CINEMAS, INC., a Delaware corporation, the ("Assignee"), as follows:

WHEREAS, Assignor and Assignee entered into that certain Second Lien Pledge and Security Agreement, dated as of February 4, 2004 (the "Security Agreement"), which was recorded in the United States Patent and Trademark Office at Reel 2823, Frame 0679, pursuant to which Assignee granted to Assignor a continuing second priority security interest in all of its right, title and interest in, to and under (a) all of its Trademarks and Trademark Licenses (as such terms are defined in the Security Agreement) to which it is a party, including those referred to on Schedule I hereto, (b) all reissues, continuations or extensions of the foregoing, (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under and Trademark License (collectively, the "Trademark Collateral");

WHEREAS, Assignee has fully satisfied all obligations under the Security Agreement and Assignor desires to release its security interests in and liens upon the collateral pledged pursuant to said Security Agreement, including, but not limited to, the Trademark Collateral;

NOW THEREFORE, FOR VALUE RECEIVED, Assignor, does hereby grant, assign and convey absolutely, and release any security interest, lien or collateral assignment in the Trademark Collateral to Assignee, WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE.

IN WITNESS WHEREOF, the Secured Party has caused this Release of Collateral Assignment and Second Lien Pledge and Security Agreement to be executed under seal by one of its duly authorized officers on this 19 day of May, 2005.

SECURED PARTY:

NATIONAL CITY BANK,
as Collateral Agent

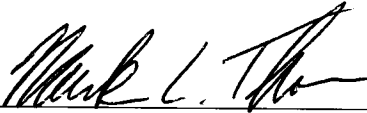
By: 

Name: **Laura M. McGrath**

Title: **Senior Vice President**

STATE OF OHIO)
) ss.:
COUNTY OF CUYAHOGA)

The foregoing Release of Collateral Assignment and Second Lien Pledge and Security Agreement was executed and acknowledged before me this 19 day of May, 2005, by Laura McGrath personally known to me to be the SVP of NATIONAL CITY BANK, as Collateral Agent.



Notary Public

My commission expires:
MARK L. THOMAY, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.

Section 147.02 R.C.

SCHEDULE I

Trademarks

Trademark	Registration Number	Registration Date
Carmike Cinemas	1702213	07/21/92
Wynnsong Cinemas	2756369	08/26/03
Summit Cinema Cafe	2357500	06/13/00
Hollywood Connection	2126330	12/30/97
C	1702214	07/21/92
Carmike	1448964	07/21/87