

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Century Theatres, Inc.		10/05/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lehman Commerical Paper Inc., as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1831626	CENTURY THEATRES	
Registration Number:	2583400	THE RHYTHM ROOM	
Registration Number:	2693359	CINEARTS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	053113/1979		
NAME OF SUBMITTER:	Kirstie Howard		

OP \$90.00 1831626

Signature:

/kh/

Date:

10/10/2006

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 5], 2006 is made by CENTURY THEATRES, INC., a California corporation (the "Obligor"), in favor of LEHMAN COMMERCIAL PAPER INC., a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 5], 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CINEMARK HOLDINGS, INC., a Delaware corporation (together with any of its permitted successors and assigns, the "Parent"), CINEMARK, INC., a Delaware corporation (together with any of its permitted successors and assigns, "Holdings"), CNMK HOLDING, INC., a Delaware corporation, CINEMARK USA, INC., a Texas corporation and parent of the Obligor (together with any of its permitted successors and assigns, the "Borrower"), the Lenders, the Agent, LEHMAN BROTHERS INC. ("LBI") and MORGAN STANLEY SENIOR FUNDING, INC. ("Morgan Stanley"), as joint lead arrangers and joint bookrunners (in such capacities, the "Arrangers"), MORGAN STANLEY SENIOR FUNDING, INC., as syndication agent (in such capacity, the "Syndication Agent"), BNP PARIBAS and GENERAL ELECTRIC CAPITAL CORPORATION, as co-documentation agents (in such capacity, the "Co-Documentation Agents").

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October 5], 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 5th day of October, 2006.

CENTURY THEATRES, INC.
as Obligor

By: 
Name: **Michael Cavalier**
Title: **Senior Vice President-General Counsel**

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 on this 5th day of October, 2006.

CENTURY THEATRES, INC.
as Obligor

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

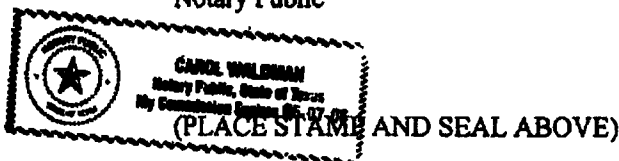
By: J.O.
Name: *Managing Director: Jeff Ogden*
Title: *Leveraged Finance*

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Texas)
COUNTY OF Collin)^{SS}

On the 4 day of October, 2006, before me personally came Michael Cavalier who is personally known to me to be the SR. VP - General Counsel of CENTURY THEATRES, INC., a California corporation; who, being duly sworn, did depose and say that she/he is the SR. VP - General Counsel 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.

Carol Waldman
Notary Public



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF **NEW YORK**)
) ss
COUNTY OF **NEW YORK**)

On the 5 day of October, 2006, before me personally came Jeff Ogden, who is personally known to me to be the Managing Director of LEHMAN COMMERCIAL PAPER INC., a New York corporation; who, being duly sworn, did depose and say that she/he is the Managing Director 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.

Nevadia Hatcher
Notary Public
NEVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082035
Qualified in Kings County
Commission Expires October 31, 20 06
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CENTURY THEATRES	1,831,626
THE RHYTHM ROOM	2,583,400
CINEARTS	2,693,359

053113-1979-10476-NY01.2599824.2