

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmStar Entertainment, LLC		05/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Southern Star, L.L.C.		
Street Address:	305 Baronne Street		
Internal Address:	Suite 900		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70112		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2576408	AMSTAR CINEMA	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	75511-001 (AMSTAR ASSIGN)		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$40.00 2576408

Date:

11/06/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective this 1st day of May, 2007, is made and entered into by and between AmStar Entertainment, LLC, a limited liability company operating under the laws of the State of Delaware ("Assignor") and Southern Star, L.L.C., a limited liability company formed under the laws of the State of Louisiana ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and application (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademark"); and

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, the Trademark.

NOW THEREFORE, for the consideration of one U.S. dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, along with any goodwill associated therewith, and any all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Trademark, either by itself or by recorded licensees, as well as the right to sue for past, present and future infringement thereof. Assignor is transferring to Assignee all of the business to which the mark pertains.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to register, record and/or perfect the interest of Assignee in and to the Trademark, and shall not enter into any agreement in conflict with this Assignment. If Assignor does not, within ten days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

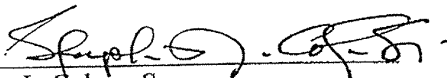
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative.

AMSTAR ENTERTAINMENT, LLC (Assignor)

By: 
Name: Stephen L. Golson, Sr.
Title: President and CEO

SOUTHERN STAR, L.L.C. (Assignee)

By: _____
Name: George Solomon
Title: President

[Signature Page to Trademark Assignment Agreement]

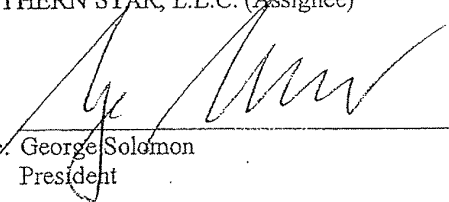
TRADEMARK
REEL: 003883 FRAME: 0935

IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative.

AMSTAR ENTERTAINMENT, LLC (Assignor)

By: _____
Name: Stephen L. Colson, Sr.
Title: President and CEO

SOUTHERN STAR, L.L.C. (Assignee)

By: 
Name: George Solomon
Title: President

[Signature Page to Trademark Assignment Agreement]

**Schedule A
Schedule of Trademarks**

U.S. Trademarks						
Mark	Application Serial No.	Filing Date	Services	Registration No.	Registration Date	Status
AMSTAR CINEMA	75/481,729	May 8, 1998	"Movie theater services," in Class 41	2,576,408.	June 4, 2002	Registered