

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
Rave Review Cinemas LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Rave Cinemas, LLC		
Street Address:	333 Welborn Street		
Internal Address:	Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3363350	FROZEN MOTION	
Serial Number:	78725101	THE FUTURE: NOW FROZEN	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	RAVE CINEMA (HS)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

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TRADEMARK
REEL: 004119 FRAME: 0506

Date:

12/23/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective the 18th day of December, 2009, is made and entered into by RAVE REVIEWS CINEMAS, L.L.C., a Delaware limited liability company (the "Assignor") in favor of RAVE CINEMAS, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to trademark applications and registrations, including, without limitation, the trademark applications and registrations identified and set forth on the attached Schedule A, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignor, Assignee and certain other Sellers (as defined in the Purchase Agreement) are parties to that certain Asset Purchase Agreement dated November 30, 2009 (the "Purchase Agreement") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and all goodwill associated with the Marks;

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

1. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, free and clear of any and all liens and encumbrances, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the United States. All costs and fees in connection with recording this Trademark Assignment shall be at the sole expense of the Assignee.

2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as reasonably necessary to effectuate the purposes of this Trademark Assignment.

4. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York.

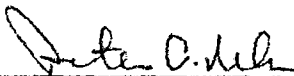
5. This Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

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[SIGNATURE PAGE FOLLOWS]

RAVE REVIEWS CINEMAS, L.L.C.

By 

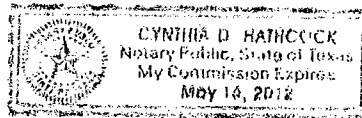
Name: Peter C. Nelson
Title: Ex V.P. & COO

Sign of
Nelson

COUNTY OF Dallas) : ss:

On this ___ day of December, 2009, before me personally appeared Peter Nelson, who being by me duly sworn did depose and say that he or she is Ex.V.P. & COO of Rave Reviews Cinemas, L.L.C., the limited liability company described in and which executed the foregoing Trademark Assignment; that he or she signed his or her name thereto; and that he or she was authorized by the Board of Managers of said company to sign said document on its behalf.

Cynthia Nathcock
Notary Public



IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.

RAVE REVIEWS CINEMAS, L.L.C.

By _____

Name:

Title:

RAVE CINEMAS, LLC

By Arthur Starrs

Name: Arthur Starrs

Title: CFO & Ex VP

State of New York
COUNTY OF New York ; ss:

On this ___ day of December, 2009, before me personally appeared
Artie Starrs, who being by me duly sworn did depose and say that he or
~~she~~ is EVP- CFO of [*Rave Cinemas, LLC*], the limited liability company
described in and which executed the foregoing Trademark Assignment; that he or she signed his
or her name thereto; and that he or she was authorized by the Board of Managers of said
company to sign said document on its behalf.



Notary Public

APRIL B. ABRAMS
Notary Public, State of New York
No. 01AB5030907
Qualified in Nassau County
Commission Expires July 10, 2010

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademark	Registration Number	Application Number	Filing Date
The Future: Now Frozen	Not applicable	78725101	10/03/2005
Frozen Motion	3363350	78725102	10/03/2005