

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as successor-in-interest to Bear Stearns Corporate Lending Inc., as Administrative Agent		01/27/2010	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2756369	WYNNSONG CINEMAS
Registration Number:	2357500	SUMMIT CINEMA CAFE
Registration Number:	2126330	HOLLYWOOD CONNECTION
Registration Number:	1702214	C
Registration Number:	1702213	CARMIKE CINEMAS
Registration Number:	1450101	CARMIKE CINEMAS
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) 455-7976  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Mindy M. Lok, Esq.

OP \$190.00 2756369

Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1465

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 02/02/2010

Total Attachments: 4  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 27, 2010, from JPMorgan Chase Bank, N.A., successor-in-interest to Bear Stearns Corporate Lending Inc. and a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Carmike Cinemas, Inc., a Delaware corporation.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of May 19, 2005 made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Grant of Security Interest in Trademark Rights was recorded in the Trademark Division of the United States Patent and Trademark Office on July 5, 2005 at Reel 3116 and Frame 0129; and

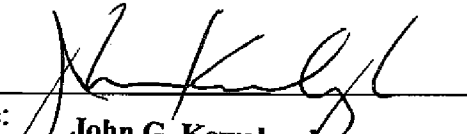
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A., successor-in-interest  
to Bear Stearns Corporate Lending Inc.

By:   
Name: **John G. Kowalczyk**  
Title: **Executive Director**

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 26<sup>th</sup> day of January, 2010, before me personally came John Komalczuk, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association and successor-in-interest to Bear Stearns Corporate Lending Inc.; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority granted by JP Morgan Chase Bank, N.A., successor-in-interest to Bear Stearns Corporate Lending Inc.

Edeline C. Adderley  
Notary Public  
EDELIN C. ADDERLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

Schedule AU.S. Trademark Applications and Registrations

Title	A pp./Reg. No.
WYNNSONG CINEMAS	# 2,756,369
SUMMIT CINEMA CAFÉ	# 2,357,500
HOLLYWOOD CONNECTION	# 2,126,330
C AND DESIGN	# 1,702,214
CARMIKE CINEMAS	# 1,702,213
CARMIKE CINEMAS	# 1,450,101
CARMIKE AND DESIGN	# 1,448,964