

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carmike Cinemas, Inc.		01/27/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		

**OP \$190.00 2756369**

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: 7  
source=CarTSI#page1.tif  
source=CarTSI#page2.tif  
source=CarTSI#page3.tif  
source=CarTSI#page4.tif  
source=CarTSI#page5.tif  
source=CarTSI#page6.tif  
source=CarTSI#page7.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 27, 2010 is made by Carmike Cinemas, Inc., a Delaware corporation, located at 1301 First Avenue, Columbus, GA 31901 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of January 27, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, and the Agent.

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 Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of January 27, 2010, 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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 Borrower 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 Borrower 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

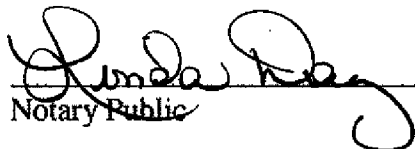
CARMIKE CINEMAS, INC.

By: Richard B. Hare  
Name: Richard B. Hare  
Title: Senior Vice President - Finance,  
Treasurer and Chief Financial Officer  
Date: January 21, 2010

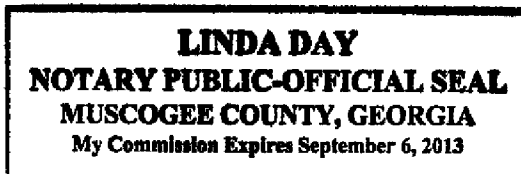
ACKNOWLEDGMENT OF BORROWER

STATE OF GEORGIA     )  
  ) ss  
COUNTY OF MUSCOGEE )

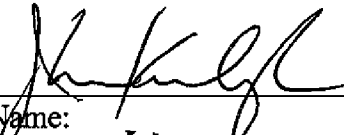
On the 21 day of January, 2010, before me personally came Richard B. Hare, who is personally known to me to be the Senior Vice President - Finance, Treasurer and Chief Financial Officer of Carmike Cinemas, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Senior Vice President - Finance, Treasurer and Chief Financial Officer in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: **John G. Kowalczyk**  
Date: **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; 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 given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

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 A**

**U.S. Trademark Registrations and Applications**

<b>Title</b>	<b>App./Reg. No.</b>
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