

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL CINEMA IMPLEMENTATION PARTNERS, LLC		03/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3408689	DCIP	
Registration Number:	3417464	DCIP DIGITAL CINEMA SOLUTIONS	
Serial Number:	77579244	KASIMA	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35571		

OP \$90.00 3408689

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**TRADEMARK
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/01/2010
Total Attachments: 8 source=35571#page1.tif source=35571#page2.tif source=35571#page3.tif source=35571#page4.tif source=35571#page5.tif source=35571#page6.tif source=35571#page7.tif source=35571#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of March 10, 2010 (this "Agreement"), among Digital Cinema Implementation Partners, LLC ("DCIP"), Kasima Holdings, LLC ("Holdings"), Kasima, LLC (the "Borrower"), [the Subsidiary Loan Parties party hereto] (together with DCIP, Holdings and the Borrower, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of March 10, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Digital Cinema Implementation Partners, LLC, a Delaware limited liability company ("DCIP"), Kasima Holdings, LLC, a Delaware limited liability company ("Holdings"), Kasima, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of March 10, 2010 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among DCIP, Holdings, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent (the "Administrative Agent"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are or are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States

Patent and Trademark Office or any similar offices in any other country, including those United States registered Patents and Patent applications listed on Schedule I (the “Patents”);

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States registered Trademarks and Trademark applications listed on Schedule II (the “Trademarks”);

(d) all goodwill associated with the Trademarks or symbolized thereby;
and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding anything herein to the contrary, in no event shall the Patent and Trademark Collateral include any contract, license or agreement to which a Grantor is a party or any of its rights or interests thereunder to the extent such contract, license or agreement or rights or interests thereunder is excluded from the Article 9 Collateral by Section 4.01(d) of the Collateral Agreement and the grant of the Security Interest in the Collateral Agreement.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other

electronic imaging shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

DIGITAL CINEMA IMPLEMENTATION
PARTNERS, LLC,

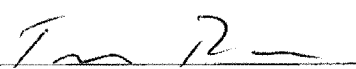
by



Name: Travis Reid
Title: Chief Executive Officer

KASIMA HOLDINGS, LLC,

by



Name: Travis Reid
Title: Chief Executive Officer

KASIMA, LLC,

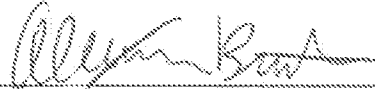
by



Name: Travis Reid
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By



Name: Alexandra Bretman
Title: Vice President

[Signature Page to Trademark Security Agreement]

[[318009]]

TRADEMARK
REEL: 004177 FRAME: 0873

Patents

None.

Patent Applications

<u>Registered Owner</u>	<u>Patent Application Number</u>	<u>Filing Date</u>
Digital Cinema Implementation Partners, LLC	12/257,324	10/23/2008

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Digital Cinema Implementation Partners, LLC	DCIP	3,408,689	4/8/2018
Digital Cinema Implementation Partners, LLC	DCIP DIGITAL CINEMA SOLUTIONS	3,417,464	4/29/2018

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Digital Cinema Implementation Partners, LLC	KASIMA	77/579,244	9/25/2008