

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                |   |
|--|--|----------------|---|
| SUBMISSION TYPE:   | NEW ASSIGNMENT   |                |   |
| NATURE OF CONVEYANCE:  | Second Amended and Restated Intellectual Property Security Agreement |                |   |
| CONVEYING PARTY DATA   |  |                |   |
| Name   | Formerly   | Execution Date | Entity Type   |
| Regal Cinemas Corporation  |  | 05/19/2010     | CORPORATION: DELAWARE                                 |
| A 3 Theatres of Texas, Inc.  |  | 05/19/2010     | CORPORATION: DELAWARE                                 |
| A 3 Theatres of San Antonio, Ltd.,<br>by A3 Theatres of Texas, Inc, its<br>General Partner |  | 05/19/2010     | CORPORATION: TEXAS                                    |
| Consolidated Theatres<br>Management, L.L.C.  |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: DELAWARE                |
| Eastgate Theatre, Inc.   |  | 05/19/2010     | CORPORATION: OREGON                                   |
| Edwards Theatres, Inc.   |  | 05/19/2010     | CORPORATION: DELAWARE                                 |
| Frederick Plaza Cinema, Inc.   |  | 05/19/2010     | CORPORATION: MARYLAND                                 |
| Hoyts Cinemas Corporation  |  | 05/19/2010     | CORPORATION: DELAWARE                                 |
| Interstate Theatres Corporation  |  | 05/19/2010     | CORPORATION: MASSACHUSETTS                            |
| R.C. Cobb II, LLC  |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: DELAWARE                |
| R.C. Cobb, Inc.  |  | 05/19/2010     | CORPORATION: ALABAMA                                  |
| RCI/FSSC, LLC  |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: NEW YORK                |
| RCI/RMS, LLC   |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: DELAWARE                |
| Regal Cinemas Holdings, Inc.   |  | 05/19/2010     | CORPORATION: DELAWARE                                 |
| Regal Cinemas II, LLC  |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: DELAWARE                |
| Regal Cinemedia Corporation  |  | 05/19/2010     | CORPORATION: VIRGINIA                                 |
| Regal Gallery Place, LLC   |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: DISTRICT OF<br>COLUMBIA |
| Regal Investment Company   |  | 05/19/2010     | CORPORATION: COLORADO                                 |
| Richmond I Cinema, L.L.C.  |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: DELAWARE                |
| UA Swansea, LLC  |  | 05/19/2010     | LIMITED LIABILITY<br>COMPANY: TENNESSEE               |
| United Artists Properties I Corp.  |  | 05/19/2010     | CORPORATION: COLORADO                                 |

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|                                |  |            |                        |
|--------------------------------|--|------------|------------------------|
| United Artists Realty Company  |  | 05/19/2010 | CORPORATION: DELAWARE  |
| United Artists Theatre Company |  | 05/19/2010 | CORPORATION: DELAWARE  |
| Regal Cinemas, Inc.            |  | 05/19/2010 | CORPORATION: TENNESSEE |

# RECEIVING PARTY DATA

|                   |   |
|-------------------|---|
| Name:             | Credit Suisse AG, Cayman Islands Branch |
| Street Address:   | 11 Madison Avenue                       |
| Internal Address: | Attn: William O'Daly                    |
| City:             | New York                                |
| State/Country:    | NEW YORK                                |
| Postal Code:      | 10010-3629                              |
| Entity Type:      | Swiss Bank: SWITZERLAND                 |

# PROPERTY NUMBERS Total: 26

| Property Type        | Number   | Word Mark                     |
|----------------------|----------|-------------------------------|
| Serial Number:       | 77815573 |                               |
| Serial Number:       | 77815576 |                               |
| Registration Number: | 1893390  | REGAL CINEMAS                 |
| Serial Number:       | 77808805 | REGAL CINEMAS                 |
| Serial Number:       | 77808807 | REGAL CINEMAS                 |
| Registration Number: | 1887534  | REGAL CINEMAS                 |
| Registration Number: | 2038191  | EDWARDS                       |
| Registration Number: | 2282837  | E                             |
| Registration Number: | 538504   |                               |
| Registration Number: | 2284802  | E                             |
| Registration Number: | 2960095  | REGAL CINEMEDIA               |
| Registration Number: | 2998582  |                               |
| Registration Number: | 2887185  | REGAL CINEMEETINGS & EVENTS   |
| Registration Number: | 2942568  | REGAL DIGITAL CONTENT NETWORK |
| Registration Number: | 2930126  | THE 2WENTY                    |
| Registration Number: | 3175779  | THE 2WENTY                    |
| Registration Number: | 3047577  | REGAL CINEMEETINGS & EVENTS   |
| Registration Number: | 3014566  | REGAL CINEMEDIA CORPORATION   |
| Registration Number: | 3089100  | REGAL CINEMEDIA CORPORATION   |
| Registration Number: | 3398392  | BIG SCREEN CLASSROOM          |
| Registration Number: | 3076275  | BIGGS' ADVENTURE              |

|                      |         |                      |
|----------------------|---------|----------------------|
| Registration Number: | 3146373 | WIDESCREEN RADIO     |
| Registration Number: | 3022182 | CORPORATE BOX OFFICE |
| Registration Number: | 3001808 | THE REGAL MARQUEE    |
| Registration Number: | 3076559 | MOVIE MOM'S CLUB     |
| Registration Number: | 1669418 | CINEMA CASH          |

#### CORRESPONDENCE DATA

Fax Number: (917)777-4104

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Rebecca Silberberg, Esq.

Address Line 4: New York, NEW YORK 10036

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 217730/1825          |
| NAME OF SUBMITTER:      | Rebecca Silberberg   |
| Signature:              | /Rebecca Silberberg/ |
| Date:                   | 06/07/2010           |

#### Total Attachments: 12

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SECOND AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 19, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), by and among each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), amends and restates in full the Amended and Restated Intellectual Property Security Agreement, dated as of May 10, 2004 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Intellectual Property Security Agreement").

WHEREAS, Regal Cinemas Corporation, a Delaware corporation ("Borrower"), has entered into a Sixth Amended and Restated Credit Agreement, dated as of May 19, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), and Administrative Agent. Undefined capitalized terms used herein have the meanings assigned to them in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Credit Extensions to Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Amended and Restated Guaranty and Collateral Agreement, dated as of May 19, 2010, in favor of Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), which agreement amended and restated in full the Amended and Restated Guaranty and Collateral Agreement, dated as of May 10, 2004 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Guaranty and Collateral Agreement").

WHEREAS, under the terms of the Guaranty and Collateral Agreement, the Grantors have confirmed their grant of a security interest pursuant to the Original Guaranty and Collateral Agreement, and have granted a security interest in certain Property, including, certain Intellectual Property of the Grantors, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, each Grantor and Administrative Agent have agreed to amend and restate the Original Intellectual Property Security Agreement, in renewal, amendment, restatement and modification of, but not in extinguishment or novation of, the obligations thereunder, to ensure continuing security for the payment and performance of each Grantor's Obligations under and as defined herein.

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

SECTION 1. Grant of Security. Each Grantor hereby confirms and reaffirms the grant of the security interest heretofore granted by it under the Original Intellectual Property Security Interest Agreement, agrees that such Liens continue to secure such Grantor's Obligations under the Credit Agreement and, for the avoidance of doubt but without in any manner limiting, qualifying, prejudicing or otherwise affecting the previous grant by such Grantor under the Original Intellectual Property Security

Agreement, hereby grants to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1(a), (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1(b), (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1(c), (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other

rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1(d), (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guaranty and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guaranty and Collateral Agreement or the Credit Agreement, the provisions of the Guaranty and Collateral Agreement or the Credit Agreement shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

REGAL CINEMAS CORPORATION,

By:   
Name: David H. Dunby  
Title: Chief Financial Officer

A 3 THEATRES OF TEXAS, INC.  
A 3 THEATRES OF SAN ANTONIO, LTD.,  
By: A3 THEATRES OF TEXAS, INC., its General  
Partner

CONSOLIDATED THEATRES MANAGEMENT,  
L.L.C.

EASTGATE THEATRE, INC.

EDWARDS THEATRES, INC.

FREDERICK PLAZA CINEMA, INC.

HOYTS CINEMAS CORPORATION

INTERSTATE THEATRES CORPORATION

R.C. COBB II, LLC

R.C. COBB, INC.

RCI/FSSC, LLC

RCI/RMS, LLC

REGAL CINEMAS HOLDINGS, INC.

REGAL CINEMAS II, LLC

REGAL CINEMEDIA CORPORATION

REGAL GALLERY PLACE, LLC

REGAL INVESTMENT COMPANY

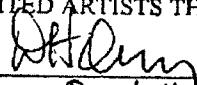
RICHMOND I CINEMA, L.L.C.

UA SWANSEA, LLC


UNITED ARTISTS PROPERTIES I CORP.

UNITED ARTISTS REALTY COMPANY

UNITED ARTISTS THEATRE COMPANY,

By:   
Name: David H. Dunby  
Title: Vice President

REGAL CINEMAS, INC.,

By:   
Name: David H. Dunby  
Title: Chief Financial Officer





[Second Amended and Restated Intellectual Property Security Agreement]

## SCHEDULE 1(a)

### TRADEMARKS, SERVICE MARKS AND TRADE NAMES

| Mark/Trade Name  | Registrant/Holder  | Jurisdiction Issued or Registered | Registration or Application Number     | Date of Registration or Application       | Date of Expiration or Status       |
|--|--|-----------------------------------|--|---|------------------------------------|
| Misc. Crown Design<br>                          | Applicant: Regal Cinemas, Inc.                                     | US                                | 77/815,573<br><br>(Application Number) | August 28, 2009<br><br>(Application Date) | Pending                            |
| Misc. Crown Design<br>                          | Applicant: Regal Cinemas, Inc.                                     | US                                | 77/815,576<br><br>(Application Number) | August 28, 2009<br><br>(Application Date) | Pending                            |
| REGAL CINEMAS  | Registrant: Regal Cinemas, Inc.<br><br>Holder: Regal Cinemas, Inc. | US                                | 1,893,390                              | May 9, 1995                               | May 8, 2015<br><br>(Renewed)       |
| REGAL CINEMAS (& Horizontal Crown Design)<br> | Applicant: Regal Cinemas, Inc.                                     | US                                | 77/808,805<br><br>(Application Number) | August 20, 2009<br><br>(Application Date) | Pending                            |
| REGAL CINEMAS (& Vertical Crown Design)<br>   | Applicant: Regal Cinemas, Inc.                                     | US                                | 77/808,807<br><br>(Application Number) | August 20, 2009<br><br>(Application Date) | Pending                            |
| REGAL CINEMAS (& Reel Design)<br>             | Registrant: Regal Cinemas, Inc.<br><br>Holder: Regal Cinemas, Inc. | US                                | 1,887,534                              | April 4, 1995                             | April 4, 2015<br><br>(Renewed)     |
| EDWARDS  | Registrant: Edwards Theatres Circuit, Inc.<br><br>Holder: Edwards  | US                                | 2,038,191                              | February 18, 1997                         | February 18, 2017<br><br>(Renewed) |



| Mark/Trade Name   | Registrant/Holder  | Jurisdiction Issued or Registered | Registration or Application Number | Date of Registration or Application | Date of Expiration or Status   |
|---|--|-----------------------------------|------------------------------------|-------------------------------------|--|
|   | Theatres, Inc.   |                                   |                                    |                                     |  |
| E (& Design)<br>         | Registrant: Edwards Theatres, Inc.<br><br>Holder: Edwards Theatres, Inc. | US                                | 2,282,837                          | October 5, 1999                     | October 5, 2019<br><br>(Renewed)                                       |
| E (& Design)<br>         | Registrant: Edwards Theatres, Inc.<br><br>Holder: Edwards Theatres, Inc. | Canada                            | 538,504                            | December 11, 2000                   | December 11, 2015  |
| E (& Design)<br>        | Registrant: Edwards Theatres, Inc.<br><br>Holder: Edwards Theatres, Inc. | US                                | 2,284,802                          | October 12, 1999                    | October 12, 2019<br><br>(Renewed)                                      |
| REGAL CINEMEDIA   | Registrant: Regal CineMedia Corporation                                  | US                                | 2,960,095                          | June 7, 2005                        | June 7, 2015<br><br>Declaration of Use<br><br>June 7, 2011             |
| Misc. Crown Design<br> | Registrant: Regal CineMedia Corporation                                  | US                                | 2,998,582                          | September 20, 2005                  | September 20, 2015<br><br>Declaration of Use<br><br>September 20, 2011 |
| REGAL CINEMEETING & EVENTS  | Registrant: Regal CineMedia Corporation                                  | US                                | 2,887,185                          | September 21, 2004                  | September 21, 2014<br><br>Declaration of Use<br><br>September 21, 2010 |
| REGAL DIGITAL CONTENT NETWORK   | Registrant: Regal CineMedia Corporation                                  | US                                | 2,942,568                          | April 19, 2005                      | April 19, 2015<br><br>Declaration of Use<br><br>April 19, 2011         |

| Mark/Trade Name  | Registrant/Holder                          | Jurisdiction Issued or Registered | Registration or Application Number | Date of Registration or Application | Date of Expiration or Status   |
|--|--|-----------------------------------|------------------------------------|-------------------------------------|--|
| THE 2WENTY<br>(& Design)<br>                                  | Registrant: Regal<br>CineMedia Corporation | US                                | 2,930,126                          | March 8, 2005                       | March 8, 2015<br><br>Declaration of Use<br><br>March 8, 2011         |
| THE 2WENTY   | Registrant: Regal<br>CineMedia Corporation | US                                | 3,175,779                          | November 28, 2006                   | November 28, 2016<br><br>Declaration of Use<br><br>November 28, 2012 |
| REGAL<br>CINEMEETINGS &<br>EVENTS (& New<br>Crown Design)<br> | Registrant: Regal<br>CineMedia Corporation | US                                | 3,047,577                          | January 24, 2006                    | January 24, 2016<br><br>Declaration of Use<br><br>January 24, 2012   |
| REGAL CINEMEDIA<br>CORPORATION<br>(& Crown Design)<br>      | Registrant: Regal<br>CineMedia Corporation | US                                | 3,014,566                          | November 15, 2005                   | November 15, 2015<br><br>Declaration of Use<br><br>November 15, 2011 |
| REGAL CINEMEDIA<br>CORPORATION   | Registrant: Regal<br>CineMedia Corporation | US                                | 3,089,100                          | May 9, 2006                         | May 9, 2016<br><br>Declaration of Use<br><br>May 9, 2012             |
| BIG SCREEN<br>CLASSROOM  | Registrant: Regal<br>CineMedia Corporation | US                                | 3,398,392                          | March 18, 2008                      | March 18, 2018<br><br>Declaration of Use<br><br>March 18, 2014       |
| BIGGS' ADVENTURE   | Registrant: Regal<br>CineMedia Corporation | US                                | 3,076,275                          | April 4, 2006                       | April 4, 2016<br><br>Declaration of Use<br><br>April 4, 2012         |

| Mark/Trade Name   | Registrant/Holder                                       | Jurisdiction Issued or Registered | Registration or Application Number | Date of Registration or Application | Date of Expiration or Status   |
|---|---|-----------------------------------|------------------------------------|-------------------------------------|--|
| WIDESCREEN RADIO<br>(& Design)<br> | Registrant: Regal<br>CineMedia Corporation              | US                                | 3,146,373                          | September 19,<br>2006               | September 19, 2016<br><br>Declaration of Use<br><br>September 19, 2012 |
| CORPORATE BOX<br>OFFICE   | Registrant: Regal<br>CineMedia Corporation              | US                                | 3,022,182                          | November 29,<br>2005                | November 29, 2015<br><br>Declaration of Use<br><br>November 29, 2011   |
| THE REGAL<br>MARQUEE  | Registrant: Regal<br>CineMedia Corporation              | US                                | 3,001,808                          | September 27,<br>2005               | September 27, 2015<br><br>Declaration of Use<br><br>September 27, 2011 |
| MOVIE MOM'S CLUB  | Registrant: Consolidated<br>Theatres Management,<br>LLC | US                                | 3,076,559                          | April 4, 2006                       | April 4, 2016<br><br>Declaration of Use<br><br>April 4, 2012           |
| CINEMA CASH   | Registrant: Hoyts<br>Cinemas Corporation                | US                                | 1,669,418                          | December 24,<br>1991                | December 24, 2011<br><br>(Renewed)                                     |

## SCHEDULE 1(b)

### PATENTS

| Applicant/ Assignee         | Docket#/Title   | Jurisdiction | Application Number    | Date of Application | Patent No./Issue Date    |
|-----------------------------|---|--------------|-----------------------|---------------------|--------------------------|
| Regal Cinemedia Corporation | REGA0001<br>System and Method for Scheduling In-Theatre Advertising                         | USPTO        | 10/386,366            | 03/11/2003          | n/a                      |
| Regal Cinemedia Corporation | REGA0001 CIP<br>System and Method for Scheduling Digital Cinema Content                     | USPTO        | 10/458,034            | 06/10/2003          | n/a                      |
| Regal Cinemedia Corporation | REGA0001 EPO<br>System and Method for Scheduling In-Theatre Advertising                     | EPO          | 03816280.6            | 12/12/2003          | n/a                      |
| Regal Cinemedia Corporation | REGA0001 JPN<br>System and Method for Scheduling In-Theatre Advertising And Digital Content | Japan        | 569421/2004           | 12/12/2003          | n/a<br>dropped           |
| Regal Cinemedia Corporation | REGA0001 CAN<br>System and Method for Scheduling In-Theatre Advertising                     | Canada       | 2,518,500             | 12/12/2003          | n/a                      |
| Regal Cinemedia Corporation | REGA0002<br>Digital Projector Automation  | USPTO        | 10/458,589            | 06/10/2003          | 6,914,662<br>07/05/2005  |
| Regal Cinemedia Corporation | REGA0002 EPO<br>Digital Projector Automation  | EPO          | 04718127.6            | 03/05/2004          | n/a                      |
| Regal Cinemedia Corporation | REGA0002 JPN<br>Digital Projector Automation  | Japan        | 532316/2006           | 03/05/2004          | n/a                      |
| Regal Cinemedia Corporation | REGA0002 AUS<br>Digital Projector Automation  | Australia    | 2004256701            | 03/05/2004          | 2004256701<br>08/27/2009 |
| Regal Cinemedia Corporation | REGA0002 CAN<br>Digital Projector Automation  | Canada       | 2,528,462             | 03/05/2004          | n/a                      |
| Regal Cinemedia Corporation | REGA0003<br>System and Method for Selling Presentation Times in a Digital Media Stream      | USPTO        | 10/641,173            | 08/14/2003          | n/a                      |
| Regal Cinemedia Corporation | REGA0004<br>Digital Controller Unit for Projector Automation Systems                        | USPTO        | 11/099,099            | 04/05/2005          | 7,199,857<br>04/03/2007  |
| Regal Cinemedia Corporation | REGA0004 PCT<br>Digital Controller Unit for Projector Automation Systems                    | WIPO         | PCT/US2006/<br>010190 | 03/21/2006          | n/a<br>PCT complete      |
| Regal Cinemedia Corporation | REGA0004 CA<br>Digital Controller Unit for Projector Automation Systems                     | CA           | 2,603,392             | 03/21/2006          | n/a                      |
| Regal Cinemedia Corporation | REGA0004 PCT<br>Digital Controller Unit for Projector Automation Systems                    | EP           | 06748507.8            | 03/21/2006          | n/a                      |

|                             |  |       |                       |            |                     |
|-----------------------------|--|-------|-----------------------|------------|---------------------|
| Regal Cinemedia Corporation | REGA0004 PCT<br>Digital Controller Unit for<br>Projector Automation<br>Systems | AU    | 2006232969            | 03/21/2006 | n/a                 |
| Regal Cinemedia Corporation | REGA0005<br>Multi-Channel Audio Switch   | USPTO | 11/099,101            | 04/05/2005 | n/a                 |
| Regal Cinemedia Corporation | REGA0005 PCT<br>Multi-Channel Audio Switch                                     | WIPO  | PCT/US2006/<br>010188 | 03/21/2006 | n/a<br>PCT complete |

## **SCHEDULE 1(c)**

### **COPYRIGHTS**

| <b>Copyright Name</b>                      | <b>Registrant</b>              | <b>Jurisdiction<br/>Issued or<br/>Registered</b> | <b>Registration or<br/>Application<br/>Number</b> | <b>Date of<br/>Registration or<br/>Application</b> | <b>Date of Expiration</b> |
|--|--------------------------------|--|---|--|---------------------------|
| WORLD OF<br>ENTERTAINMENT<br><br>Version 1 | Regal CineMedia<br>Corporation | USCO   | VA-1-247-224                                      | December 17,<br>2003                               | 2098                      |
| WORLD OF<br>ENTERTAINMENT<br><br>Version 2 | Regal CineMedia<br>Corporation | USCO   | VA-1-260-390                                      | December 17,<br>2003                               | 2098                      |

## **SCHEDULE 1(d)**

### **INTELLECTUAL PROPERTY LICENSES**

1. The advertising agreement entered into with the party below and other advertising agreements as entered into the ordinary course of business:

- Fandango, Inc.

2. The software license agreements entered into with the parties below and other software license agreements as entered into in the ordinary course of business:

- Amended and Restated Software License Agreement by and among Regal CineMedia Corporation, American Multi-Cinema, Inc., Cinemark USA, Inc., and National CineMedia, LLC

3. The concessions and soft drink agreements entered into with the parties below and other concessions and soft drink agreements as entered into in the ordinary course of business:

- Coca-Cola

4. Exhibitor Services Agreement, between Regal Cinemas, Inc. and National CineMedia, LLC.

5. Other licenses, sublicenses and agreements pursuant to theater equipment licenses, film products and on-screen content, all as entered into in the ordinary course of business.