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., by A3 Theatres of Texas, Inc, its General Partner		05/19/2010	CORPORATION: TEXAS
Consolidated Theatres Management, L.L.C.		05/19/2010	LIMITED LIABILITY 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 COMPANY: DELAWARE
R.C. Cobb, Inc.		05/19/2010	CORPORATION: ALABAMA
RCI/FSSC, LLC		05/19/2010	LIMITED LIABILITY COMPANY: NEW YORK
RCI/RMS, LLC		05/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
Regal Cinemas Holdings, Inc.		05/19/2010	CORPORATION: DELAWARE
Regal Cinemas II, LLC		05/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
Regal Cinemedia Corporation		05/19/2010	CORPORATION: VIRGINIA
Regal Gallery Place, LLC		05/19/2010	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA
Regal Investment Company		05/19/2010	CORPORATION: COLORADO
Richmond I Cinema, L.L.C.		05/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
UA Swansea, LLC		05/19/2010	LIMITED LIABILITY 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

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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

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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*]

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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. Quinby
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. Quinby
Title: Vice President

REGAL CINEMAS, INC.,

By: _____
Name: David H. Quinby
Title: Chief Financial Officer

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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	Applicant: Regal Cinemas, Inc.	US	77/815,573 (Application Number)	August 28, 2009 (Application Date)	Pending
Misc. Crown Design	Applicant: Regal Cinemas, Inc.	US	77/815,576 (Application Number)	August 28, 2009 (Application Date)	Pending
REGAL CINEMAS	Registrant: Regal Cinemas, Inc. Holder: Regal Cinemas, Inc.	US	1,893,390	May 9, 1995	May 8, 2015 (Renewed)
REGAL CINEMAS (& Horizontal Crown Design) REGAL CINEMAS	Applicant: Regal Cinemas, Inc.	US	77/808,805 (Application Number)	August 20, 2009 (Application Date)	Pending
REGAL CINEMAS (& Vertical Crown Design) REGAL CINEMAS	Applicant: Regal Cinemas, Inc.	US	77/808,807 (Application Number)	August 20, 2009 (Application Date)	Pending
REGAL CINEMAS (& Reel Design) REGAL CINEMAS	Registrant: Regal Cinemas, Inc. Holder: Regal Cinemas, Inc.	US	1,887,534	April 4, 1995	April 4, 2015 (Renewed)
EDWARDS	Registrant: Edwards Theatres Circuit, Inc. Holder: Edwards	US	2,038,191	February 18, 1997	February 18, 2017 (Renewed)

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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)	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	US	2,282,837	October 5, 1999	October 5, 2019 (Renewed)
E (& Design)	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	538,504	December 11, 2000	December 11, 2015
E (& Design)	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	US	2,284,802	October 12, 1999	October 12, 2019 (Renewed)
REGAL CINEMEDIA	Registrant: Regal CineMedia Corporation	US	2,960,095	June 7, 2005	June 7, 2015 Declaration of Use June 7, 2011
Misc. Crown Design	Registrant: Regal CineMedia Corporation	US	2,998,582	September 20, 2005	September 20, 2015 Declaration of Use September 20, 2011
REGAL CINEMEETING & EVENTS	Registrant: Regal CineMedia Corporation	US	2,887,185	September 21, 2004	September 21, 2014 Declaration of Use September 21, 2010
REGAL DIGITAL CONTENT NETWORK	Registrant: Regal CineMedia Corporation	US	2,942,568	April 19, 2005	April 19, 2015 Declaration of Use 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 (& Design)	Registrant: Regal CineMedia Corporation	US	2,930,126	March 8, 2005	March 8, 2015 Declaration of Use March 8, 2011
THE 2WENTY	Registrant: Regal CineMedia Corporation	US	3,175,779	November 28, 2006	November 28, 2016 Declaration of Use November 28, 2012
REGAL CINEMEETINGS & EVENTS (& New Crown Design)	Registrant: Regal CineMedia Corporation	US	3,047,577	January 24, 2006	January 24, 2016 Declaration of Use January 24, 2012
REGAL CINEMEDIA CORPORATION (& Crown Design)	Registrant: Regal CineMedia Corporation	US	3,014,566	November 15, 2005	November 15, 2015 Declaration of Use November 15, 2011
REGAL CINEMEDIA CORPORATION	Registrant: Regal CineMedia Corporation	US	3,089,100	May 9, 2006	May 9, 2016 Declaration of Use May 9, 2012
BIG SCREEN CLASSROOM	Registrant: Regal CineMedia Corporation	US	3,398,392	March 18, 2008	March 18, 2018 Declaration of Use March 18, 2014
BIGGS' ADVENTURE	Registrant: Regal CineMedia Corporation	US	3,076,275	April 4, 2006	April 4, 2016 Declaration of Use 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 (& Design)	Registrant: Regal CineMedia Corporation	US	3,146,373	September 19, 2006	September 19, 2016 Declaration of Use September 19, 2012
CORPORATE BOX OFFICE	Registrant: Regal CineMedia Corporation	US	3,022,182	November 29, 2005	November 29, 2015 Declaration of Use November 29, 2011
THE REGAL MARQUEE	Registrant: Regal CineMedia Corporation	US	3,001,808	September 27, 2005	September 27, 2015 Declaration of Use September 27, 2011
MOVIE MOM'S CLUB	Registrant: Consolidated Theatres Management, LLC	US	3,076,559	April 4, 2006	April 4, 2016 Declaration of Use April 4, 2012
CINEMA CASH	Registrant: Hoyts Cinemas Corporation	US	1,669,418	December 24, 1991	December 24, 2011 (Renewed)

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SCHEDULE 1(b)

PATENTS

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

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

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SCHEDULE 1(c)

COPYRIGHTS

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

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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.