

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

| | |
|---|---|
| <p>1. Name of conveying party(ies): Rave Cinemas, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company - Delaware</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Société Générale, as Collateral Agent</u> Internal Address: _____ Street Address: <u>1221 Avenue of the Americas, 11th Floor</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10020</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>France</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p> |
| <p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>July 23, 2010</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> | <p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See attached Schedule III.</p> <p>B. Trademark Registration No.(s) See attached Schedule III.</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See attached Schedule III.</p> | |
| <p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Yahaira Reyes</u> Internal Address: <u>Linklaters LLP</u> Street Address: <u>1345 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10105</u> Phone Number: <u>212-903-9423</u> Fax Number: <u>212-903-9100</u> Email Address: <u>yahaira.reyes@linklaters.com</u></p> | <p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) <u>\$65</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>B. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/10</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p> |
| <p>9. Signature: <u><i>Yahaira Reyes</i></u> July 27, 2010 Signature Date</p> <p style="text-align: center;"><u>Yahaira Reyes</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 8</p> | |

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CIP \$65.00 78725101

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks

| Word Mark | Registration # | Serial # | Filing Date | Owner |
|---------------------------|-----------------------|-----------------|--------------------|-------------------|
| The Future: Now Frozen | Not applicable | 78725101 | 10/03/2005 | Rave Cinemas, LLC |
| Frozen Motion | 3363350 | 78725102 | 10/03/2005 | Rave Cinemas, LLC |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 23, 2010, among Rave Cinemas, LLC, a Delaware limited liability company ("**Rave Cinemas**"), and any Additional Grantors (as defined herein) (each of the foregoing, a "**Grantor**", and collectively, "**Grantors**"), and Société Générale, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

RECITALS

- (A) Rave Real Property Holdco, LLC, a Delaware limited liability company ("**Rave Property**") and Rave Cinemas (together with Rave Property, each individually referred to herein as "**Borrower**" and collectively as "**Borrowers**"), Rave Holdings, LLC, a Delaware limited liability company ("**Holdings**"), the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), Société Générale, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), the Collateral Agent and each other Agent are parties to a Credit Agreement dated as of July 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) Grantors are party to a Pledge and Security Agreement, dated as of July 23, 2010 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Lender Hedge Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means each Grantor's right, title and interest in, to and under all of the following included in the Collateral:

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by any Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by any Grantor, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property Collateral if the grant of such Security Interest would constitute or result in the abandonment of, invalidation of, voiding or rendering unenforceable any of its right, title or interest therein, including any application for registration of a Trademark filed on an intent-to-use basis until such time as a statement of use has been filed and duly accepted by the United States Patent and Trademark Office, or would result in a breach of terms of, or constitute a default or violation of, an agreement related to the Intellectual Property Collateral.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

Rave Cinemas, LLC, as Grantor

By: *Arthur Stouris*
Name: ARTHUR STOURIS
Title: EVP-CFO

Notice Address:

2107 Cedar Springs
STE 800
DALLAS TX 75201

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE, as Collateral Agent

By: _____
Name:
Title:

[Signature Pages to Rave Intellectual Property Security Agreement]

TRADEMARK
REEL: 004248 FRAME: 0670

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

Rave Cinemas, LLC, as Grantor

By _____

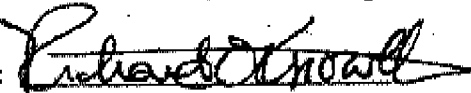
Name:

Title:

Notice Address:

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE, as Collateral Agent

By: 

Name:

Richard O. Knowlton

Title:

Managing Director

[Signature Pages to Rave Intellectual Property Security Agreement]

TRADEMARK
REEL: 004248 FRAME: 0671

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS**

Copyrights

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS**

Patents

None.