

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WF Cinema Holdings L.P.		05/27/2011	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Chinese Theater LLC
<b>Street Address:</b>	6925 Hollywood Boulevard
<b>City:</b>	Hollywood
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90028
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2520434	CHINESE THEATRE
Registration Number:	2598208	CHINESE THEATRE
Registration Number:	2607746	CHINESE THEATRE
Registration Number:	2759108	CHINESE THEATRE
Registration Number:	2588711	
Registration Number:	2559104	
Registration Number:	2263968	
Registration Number:	2068957	MANN'S CHINESE
Registration Number:	2767212	GRAUMAN'S CHINESE THEATRE

**CORRESPONDENCE DATA**

Fax Number: (949)701-4712  
 Phone: 9497014747  
 Email: tawnya@trwlawgroup.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**900206086**

**TRADEMARK  
 REEL: 004652 FRAME: 0892**

**OP \$240.00 2520434**

*via US Mail.*

Correspondent Name: Tawnya Wojciechowski  
Address Line 1: 19900 MacArthur Boulevard, Suite 1150  
Address Line 4: Irvine, CALIFORNIA 92612-8433

ATTORNEY DOCKET NUMBER:	CHINESE THEATER
NAME OF SUBMITTER:	Tawnya R. Wojciechowski
Signature:	/trw/
Date:	11/01/2011

**Total Attachments: 7**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment Agreement ("**Agreement**") is dated as of May 27, 2011 (the "**Effective Date**") between WF CINEMA HOLDINGS, L.P., a Delaware limited partnership (the "**Assignor**") and CHINESE THEATRE, LLC, a California limited liability company (the "**Assignee**"). Assignor and Assignee enter into this Agreement with reference to the following facts:

### RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of December 13, 2010, as amended by that certain First Amendment to Asset Purchase and Sale Agreement, dated February 28, 2011, and that certain Second Amendment to Asset Purchase and Sale Agreement and Notice of Westlake Drop-Out, dated March 18, 2011 (as amended, the "**Purchase Agreement**").

B. Assignor is the owner of the trademarks described in Exhibit "A" attached hereto and incorporated by reference herein together with the goodwill of the business symbolized thereby as well as all common-law rights and the associated goodwill with respect to the ownership and use of: (1) the trademarks, trade dress and trade names for "Chinese Theatre" and "Grauman's Chinese Theatre"; and (2) the images and trade dress associated with the Grauman's Chinese Theatre, its facade and forecourt (collectively, the "**Marks**").

C. Assignor is the owner of the domain names described in Exhibit "B" attached hereto and incorporated by reference herein (collectively, the "**Domains**").

D. Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee, and Assignee desires to accept, all of Assignor's right, title, and interest in and to the Marks and the Domains.

In consideration of the mutual covenants contained within the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereto agree as follows:

### AGREEMENT

1. Recitals. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.

2. Assignment and Transfer. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest of whatever kind in and to (i) the Marks together with the goodwill of the business symbolized thereby; (ii) the Domains; and (iii) copyrights that Assignor may hold, if any, in all images, photographs, artwork and depictions of the Grauman's Chinese Theatre, its facade and forecourt ("**Copyrights**"). The foregoing assignment includes: (a) Assignor's rights and

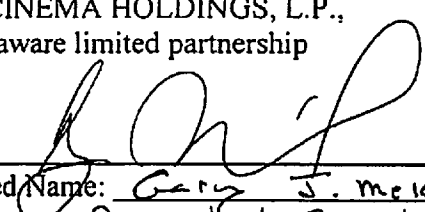
obligations relative to that certain Trademark Trial and Appeal Board Cancellation Proceeding Number 92046840; (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, Domains and Copyrights, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks, Domains or Copyrights; (c) all rights to sue for past, present, and future infringements or misappropriations of the Marks, Domains or Copyrights; and (d) the right to apply for and prosecute additional registrations within or outside the United States based in whole or in part upon the Marks, Domains or Copyrights, and any related priority right arising therefrom.

3. Further Assurances. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks and Domains.

4. Facsimile; Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document. In any dispute arising out of this Agreement, the parties hereby consents to the jurisdiction of and exclusive venue within the state or federal courts located in the state of California.


IN WITNESS WHEREOF, the parties have duly executed under seal and delivered this Agreement, as of the Effective Date.

WF CINEMA HOLDINGS, L.P.,  
a Delaware limited partnership

By:   
Printed Name: Gary J. Meisel  
Its: Assistant Secretary

CHINESE THEATRE, LLC,  
a California limited liability company

By: Chinese Theatre Holdings, LLC,  
a California limited liability company  
Its: Sole Member

By:   
Donald Kushner,  
Its: Manager

ACKNOWLEDGMENT

State of California )

County of Los Angeles

On May 23, 2011, before me, Michele Weiss, Notary Public.  
(insert name and title of the officer)

personally appeared Donald Kushner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michele Weiss

(Seal)

**ACKNOWLEDGMENT**

State of California )

County of LOS ANGELES

On May 24, 2011, before me, VICTORIA CHOW, NOTARY PUBLIC,  
(insert name and title of the officer)

personally appeared GARY J. MEYER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s)s acted, executed the instrument.

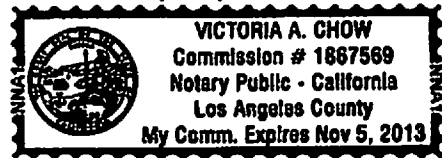
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.












Signature \_\_\_\_\_

(Seal)



**EXHIBIT "A"**  
**Trademarks**

<i>Mark</i>	<i>Serial/Reg Number</i>	<i>Class</i>	<i>Registration Date</i>	<i>Status</i>
	S/N 75/335966 R/N 2320434	16	12-18-2001	*grace period for filing 6 year Section 8 declaration expired on 6-18-08; registration to be cancelled by PTO
	S/N 75/336061 R/N 2591288	21	7-23-2002	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending *6 year Section 8 declaration of use 7-23-2007 to 7-23-2008 *registration cancelled by PTO; no 6 year Section 8 declaration of use filed
	S/N 75/335950 R/N 2607746	25	8-13-2002	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending *6 year Section 8 declaration of use due 8-13-2007 to 8-13-2008 *registration cancelled by PTO; no 6 year Section 8 declaration of use filed
	S/N 75/336064 R/N 2759108	41	9-2-2003	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending *6 year Section 8 declaration of use filed and accepted by PTO *10 year Section 8 declaration of use and renewal application due 9-2-2012 to 9-2-2013
	S/N 75/382516 R/N 2588711	18	7-2-2002	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending *mark not in use, instructions not to file 6 year Section 8 declaration of use received; registration cancelled by PTO

	S/N 76063415 R/N 2767212	16/2/25 M1	9-23-2003	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending *6 year Section 8 declaration of use filed and accepted by PTO *10 year Section 8 declaration of use and renewal application due 9-23-2012 to 9-23-2013
	S/N 75033969 R/N 2068997	6/1	6-10-1997	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending *6 year Section 8 declaration of use accepted/Section 15 acknowledged in 2003 *10 year Section 8 declaration of use and renewal application filed and accepted in 2003 *second 10 year Section 8 declaration of use and renewal application due 6-10-2016 to 6-10-2017
	S/N 7329575 R/N 2263968	41	7-27-1999	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending *6 year Section 8 declaration of use accepted/Section 15 acknowledged in 2003 *10 year Section 8 declaration of use and renewal filed/Section 8 declaration accepted and renewal granted *renewal due 7-27-2018 to 7-27-2019
	S/N 7537748 R/N 2559104	14	4-9-2002	*petition to cancel filed by Cancer Research Fund of the Damon Runyon Winchell Foundation and Barlow Respiratory Hospital; proceeding pending * grace period for filing 6 year Section 8 declaration of use expires 10-9-2003 * registration cancelled by PTO; no 6 year Section 8 declaration of use filed



**EXHIBIT "B"**  
**Domain Names**

**Domain Names:**

<b>chinesetheater.com</b>	<b>9/23/2010</b>
<b>chinesetheatre.com</b>	<b>9/23/2010</b>
<b>graumanschinese.com</b>	<b>7/2/2011</b>
<b>graumanschinesetheatre.com</b>	<b>7/2/2011</b>
<b>graumans theaters.com</b>	<b>7/2/2011</b>
<b>graumans theatres.com</b>	<b>7/2/2011</b>