

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Collateral - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carmike Cinemas, Inc.		04/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Trustee
Street Address:	7000 Central Parkway NE
Internal Address:	Suite 550
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3921189	BIG DDD DIGITAL EXPERIENCE
Registration Number:	3912421	BIG D
Registration Number:	2756369	WYNNSONG CINEMAS
Registration Number:	2357500	SUMMIT CINEMA CAFE
Registration Number:	2126330	HOLLYWOOD CONNECTION
Registration Number:	1702213	CARMIKE CINEMAS
Registration Number:	1702214	C
Registration Number:	1450101	CARMIKE CINEMAS
Registration Number:	1448964	CARMIKE

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200

CH \$240.00 3921189

Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042230-0054
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	04/27/2012

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK COLLATERAL

This GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Agreement"), effective as of April 27, 2012 is made by Carmike Cinemas, Inc., a Delaware corporation, (the "Borrower"), in favor of Wells Fargo Bank, National Association, as Collateral Trustee (the "Collateral Trustee") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to an Indenture dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time) (the "Indenture") among the Borrower, the guarantors party thereto and the Indenture Trustee, as trustee (the "Indenture Trustee"), the Borrower intends to issue 7.375% Senior Secured Notes (including any related exchange notes, the "Senior Secured Notes") in an aggregate principal amount of \$210,000,000; and

WHEREAS, in connection with the Indenture, the Borrower has executed and delivered a Second Lien Collateral Agreement, dated as of April 27, 2012, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Borrower pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Indenture Trustee to enter into the Indenture and to induce the purchase of the Senior Secured Notes, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees, with the Collateral Trustee, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns and transfers to the Collateral Trustee, and hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Borrower's Obligations (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or

hereafter adopted or acquired, all registrations and recordings thereof, all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A,

(b) the right to obtain all renewals thereof;

(c) all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

provided, that, notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (and the Trademark Collateral shall not include) any intent-to-use trademark application prior to the filing of an amendment to allege use or a statement of use with respect thereto, to the extent and for so long as creation by the Borrower of a security interest therein would result in the loss by the Borrower of any material rights therein, provided that upon the filing of an amendment to allege use or a statement of use for any such intent-to-use trademark application, such application will become part of the Trademark Collateral and this Agreement shall constitute a grant of a security interest therein.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Trustee for the benefit of the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Collateral Trustee and each other Secured Party) shall remain in full force and effect in accordance with its terms.

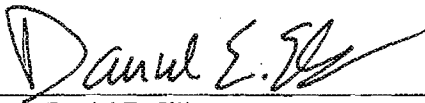
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights, privileges, protections, immunities and remedies of the Collateral Trustee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Trust Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Collateral Trust Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement, dated as of April 27, 2012, among the Borrower, the Guarantors from time to time party thereto, Macquarie US Trading LLC, as Administrative Agent under the Credit Agreement (as defined therein), the Indenture Trustee and Wells Fargo Bank, National Association, as Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Collateral Trust Agreement"). In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement will govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARMIKE CINEMAS, INC.
as Borrower

By: 
Name: Daniel E. Ellis
Title: Senior Vice President, General Counsel and
Corporate Secretary

ACKNOWLEDGED BY:





WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Trustee

By: STEFAN Victory
Name: STEFAN VICTORY
Title: VICE PRESIDENT

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner: Carmike Cinemas, Inc.

	Trademark/Image If Any	Application Number Application Date	Registration Number Registration Date
1.	BIG DDD DIGITAL EXPERIENCE 	85008469 4/7/2010	3921189 2/15/2011
2.	BIG D	85008467 4/7/2010	3912421 1/25/2011
3.	WYNNSONG CINEMAS	78179380 10/29/2002	2756369 8/26/2003
4.	SUMMIT CINEMA CAFÉ	75756340 7/7/1999	2357500 6/13/2000
5.	HOLLYWOOD CONNECTION	75145603 8/6/1996	2126330 12/30/1997
6.	CARMIKE CINEMAS 	74184695 7/15/1991	1702213 7/21/1992
7.	C 	74184696 7/15/1991	1702214 7/21/1992
8.	CARMIKE CINEMAS	73635210 12/12/1986	1450101 7/28/1987
9.	CARMIKE 	73635178 12/12/1986	1448964 7/21/1987