

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCG Capital Corporation, as Administrative Agent		12/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ShowPlex Holdings, Inc.
Street Address:	12400 Coit Road, Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	CORPORATION: TEXAS

Name:	ShowPlex Cinemas, Inc.
Street Address:	12400 Coit Road, Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4032423	SHOWPLEX CINEMAS

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-577-8307
 Email: latiffany.brown@kattenlaw.com
 Correspondent Name: LaTiffany Brown
 Address Line 1: 525 West Monroe Street

CH \$40.00 4032423

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337968-79

NAME OF SUBMITTER: LaTiffany Brown

Signature: /LaTiffany Brown/

Date: 12/21/2012

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") is executed and delivered as of December 21, 2012, by MCG Capital Corporation, a Delaware corporation, in its capacity as administrative agent (the "Administrative Agent") for certain banks and other financial institutions or entities (the "Lenders"), in favor of SHOWPLEX HOLDINGS, INC., a Texas corporation and SHOWPLEX CINEMAS, INC, a Texas corporation ("Grantors").

WITNESSETH:

WHEREAS, in connection with that certain Senior Credit Facility Agreement by and among SHOWPLEX HOLDINGS, INC., a Texas corporation, and SHOWPLEX CINEMAS, INC., a Texas corporation (collectively as the "Borrowers"), Lenders and Administrative Agent, dated as of May 28, 2010 (the "Credit Agreement"), the Grantors have executed and delivered that certain Security Agreement, dated as of May 28, 2010, in favor of the Administrative Agent, for itself and on behalf of the other Lenders (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, a security interest (the "Security Interest") was granted by the Grantors to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, a Notice of Grant of Security Interest in Intellectual Property was recorded in the United States Patent and Trademark Office ("USPTO") on June 02, 2010, at Reel 004217 and Frame 0269 with respect to the Trademark Collateral; and

WHEREAS, in consideration of the satisfaction of the obligations secured by the Security Interest, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness, and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Collateral Agreement.

2. Release of Security Interest. In consideration of the satisfaction of the obligations secured thereby, the Administrative Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Recordation. Grantors, or their designees, may record this Termination and Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Termination and Release and, to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Termination and Release.

4. Further Assurances. The Administrative Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, in each case at Grantors' expense and in form and substance reasonably satisfactory to Administrative Agent.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MCG CAPITAL CORPORATION
as Administrative Agent

By: Joseph P. Pelican
Name: Joseph P. Pelican
Title: Vice President

SCHEDULE A

Mark	Application No.	Filing Date	Registration No.	Registration Date
Showplex Cinemas	85/036,465	05/12/2010	4032423	9/27/11