

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rave Cinemas, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Real Property Holdco, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
RC Processing, LLC		05/28/2013	LIMITED LIABILITY COMPANY: OHIO
Rave SL Tenant, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Milford, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Dayton South, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Connecticut Post, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Eastfield, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Crenshaw Plaza, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Enfield, LLC		05/28/2013	LIMITED LIABILITY COMPANY: ARIZONA
Rave Ft. Worth, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Hurst, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Little Rock, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Columbus, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Bridge Upenn, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Bridge LA, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Rave Hickory Creek, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

CH \$90.00 78725101

RECEIVING PARTY DATA

Name:	Cinemark USA, Inc.
Street Address:	3900 DALLAS PARKWAY
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78725101	THE FUTURE: NOW FROZEN
Registration Number:	3363350	FROZEN MOTION
Registration Number:	4106730	RAVEXTREME

CORRESPONDENCE DATA

Fax Number: 2149694343
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 214-969-2877
 Email: trademarkdallas@akingump.com
 Correspondent Name: Akin Gump Strauss Hauer & Feld LLP
 Address Line 1: PO Box 130688
 Address Line 4: Dallas, TEXAS 75313-0688

ATTORNEY DOCKET NUMBER:	007537-0163
NAME OF SUBMITTER:	Sanford E. Warren, Jr.
Signature:	/Sanford E. Warren, Jr./
Date:	06/07/2013

Total Attachments: 10
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of May 28, 2013 (the "Effective Date"), is made by and among Rave Cinemas, LLC, a Delaware limited liability company ("Rave Cinemas"), Rave Real Property Holdco, LLC, a Delaware limited liability company ("Theater Seller"), each of Theater Seller's subsidiaries listed on the signature pages hereto (collectively, "Theater Seller Subs"), RC Processing, LLC, an Ohio limited liability company ("RC Processing"), and together with Theater Seller, Theater Seller Subs and Rave Cinemas, the "Sellers"), and Cinemark USA, Inc., a Texas corporation (the "Buyer").

RECITALS

A. The Sellers and the Buyer have heretofore entered into that certain Asset Purchase Agreement, dated as of November 16, 2012 (as may be amended, the "Purchase Agreement"), pursuant to which the Buyer has acquired from the Sellers, individually and collectively, the Acquired Intellectual Property (as defined in the Purchase Agreement).

B. Pursuant to and in accordance with the terms and conditions set forth in the Purchase Agreement, each Seller has agreed, for itself, to assign, transfer, convey and deliver to the Buyer all of its respective right, title and interest in and to the Acquired Intellectual Property, including the trademarks and domain names set forth on Schedule A attached hereto; and the Sellers and Buyer wish to confirm and memorialize the assignment and transfer of the Acquired Intellectual Property from the Sellers to the Buyer through this Assignment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in exchange for good and valuable consideration, which the Sellers hereby acknowledge the receipt and sufficiency of, the Sellers and the Buyer hereby agree as follows:

1. The Sellers, individually and collectively, hereby convey, transfer, and assign to the Buyer (and its successors and assigns), all of their right, title and interest in and to the Acquired Intellectual Property, including the trademarks and domain names set forth on Schedule A attached hereto, together with all the goodwill symbolized thereby and all and any claims and causes of action arising out of or related to past, present and future infringements or misappropriations of the Acquired Intellectual Property.

2. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Sellers and the Buyer. The Sellers and the Buyer further agree and confirm that this Assignment may be made of record in the United States Patent and Trademark Office and other administrative authorities, as appropriate and desired by the Buyer.

3. The Sellers shall take any other actions or execute other documents that are necessary to effectuate the intent of this Assignment.

4. All capitalized terms not expressly defined in this Assignment shall have the meaning assigned to them in the Purchase Agreement. This Assignment is expressly subject to all the terms and conditions of the Agreement, and each of the Sellers hereby confirms and acknowledges that it is executing and delivering this Assignment in accordance with, and subject to, all of the terms and provisions of the Purchase Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Sellers and the Buyer have executed this Assignment as of the Effective Date by their duly authorized representatives.

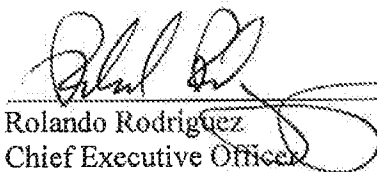
BUYER:

CINEMARK USA, INC.

By: _____
Name: _____
Title: _____

SELLERS:

RAVE REAL PROPERTY HOLDCO, LLC

By:  _____
Name: Rolando Rodriguez
Title: Chief Executive Officer


RAVE CINEMAS, LLC

By:  _____
Name: Rolando Rodriguez
Title: Chief Executive Officer

RC PROCESSING, LLC

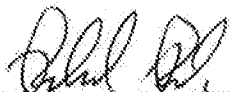
By:  _____
Name: Rolando Rodriguez
Title: Chief Executive Officer

RAVE SL TENANT, LLC

By:  _____
Name: Rolando Rodriguez
Title: Chief Executive Officer

*Signature Page to
Intellectual Property Assignment Agreement*

RAVE MILFORD, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer


RAVE DAYTON SOUTH, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer


RAVE CONNECTICUT POST, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

RAVE EASTFIELD, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

RAVE CRENSHAW PLAZA, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

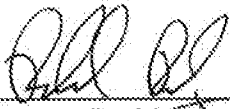
RAVE ENFIELD, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer


RAVE FT. WORTH, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

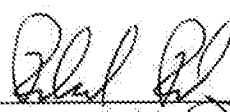
RAVE HURST, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

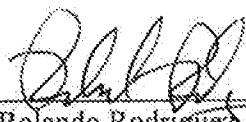
RAVE LITTLE ROCK, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

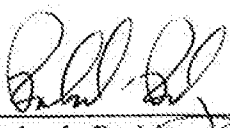
RAVE COLUMBUS, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

RAVE BRIDGE UPENN, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

RAVE BRIDGE LA, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

*Signature Page to
Intellectual Property Assignment Agreement*

RAVE HICKORY CREEK, LLC

By: 
Name: Rolando Rodriguez
Title: Chief Executive Officer

*Signature Page to
Intellectual Property Assignment Agreement*

SCHEDULE A

ACQUIRED INTELLECTUAL PROPERTY

See attached.

SCHEDULE A

ACQUIRED INTELLECTUAL PROPERTY

Registered Trademarks:

Work Mark	Registration #	Serial #	Filing Date
The Future: Now Frozen	Not applicable	78725101	10/3/2005
Frozen Motion	3363350	78725102	10/3/2005
RAVEXTREME	4106730	85219151	1/17/2011

Material unregistered trademarks:

Rave
Crave

Additional Brands:

Rave Cinemas
Rave Reviews
Rave Reviews Cinemas
Rave Motion Pictures

Logos:

Rave Cinemas logo- bold "cinemas"
Rave Cinemas logo- "Rave cinemas"

Domain Names:

ravecinemas.com
ravecinemas.net
ravecinemas.org
ravemotionpictures.com
ravemotionpictures.net
ravemotionpictures.org
ravereviewcinemas.biz
ravereviewcinemas.com
ravereviewcinemas.info
ravereviewcinemas.net
ravereviewcinemas.org
ravereviewcinemas.us
ravereviewscinemas.com
ravereviewscinemas.net
ravereviewscinemas.org
ravetheaters.com

ravetheaters.net
ravetheaters.org
rmpllc.net
rmpllc.org
themoviegrp.com
themoviegrp.net
southpointcinemas.com
beverlycenter13.com
filmgrp.com
filmgrp.net
thefilmgroup.net
raveholdingsinc.com
raveholdingsinc.net
reprocessing.biz
reprocessing.com
reprocessing.net
reprocessing.org

Licensed Software:

1. Network Operating System Software End User and Support Agreement, dated March 2, 2012, by and between Cinedigm Digital Cinema Corp. and Rave Reviews, LLC.
2. Amended and Restated Master License Agreement by and between Access Digital Cinema Phase 2 B/AIX Corp. and Rave Cinemas, LLC, dated as of November 15, 2012.
3. Amended and Restated Master License Agreement by and between Cinedigm Digital Funding 2, LLC and Rave Cinemas, LLC, dated as of November 15, 2012.
4. Master License Agreement by and between Cinedigm Digital Funding I, LLC, as assignee of Christie/AIX, Inc. and Rave Review Cinemas, L.L.C., dated as of June 30, 2006.
5. PCensus Software and Data Agreement between Tetrad Computer Applications Inc. and Rave Cinemas, dated May 30, 2012.
6. STI Popstats End-User License Agreement between Synergos Technologies Inc. and Rave Cinemas, dated May 30, 2012.