

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Societe Generale		05/28/2013	Bank: FRANCE
<b>RECEIVING PARTY DATA</b>			
Name:	Rave Cinemas LLC		
Street Address:	333 Welborn Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Serial Number:	78725101	THE FUTURE: NOW FROZEN	
Registration Number:	3363350	FROZEN MOTION	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2124466460		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41879-136 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$65.00 78725101

Date:

07/08/2013

**Total Attachments: 4**

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## Release of IP Security Agreement

This Release is executed as of this 28th day of May, 2013, by Société Générale, as Collateral Agent for the Secured Parties (the "**Collateral Agent**"), for the benefit of Rave Cinemas, LLC (the "**Grantor**").

### WITNESSETH:

WHEREAS, Grantor, the Collateral Agent, and the other parties thereto entered into that certain Credit Agreement, dated as of July 23, 2010 (the "**Credit Agreement**").

WHEREAS, pursuant to the Credit Agreement, the Grantor, the Collateral Agent, and the other parties thereto, entered into that certain Pledge and Security Agreement, dated as of July 23, 2010 (as amended on September 20, 2010 and as may be further amended, amended and restated, supplemented or otherwise Modified, the "**Pledge and Security Agreement**").

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor, the Collateral Agent, and the other parties thereto, entered into that certain Intellectual Property Security Agreement, dated as of July 23, 2010 (the "**IP Security Agreement**"; any capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the IP Security Agreement), which IP Security Agreement was recorded in the U.S. Patent and Trademark Office (the "**Office**") on July 27, 2010, at Reel 004248, Frame 0666, and under which the Grantor has granted a continuing security interest in, and Lien (as defined in the Credit Agreement) on, all of its right, title and interest in and to certain Intellectual Property Collateral (as defined in the IP Security Agreement), of Grantor, including the intellectual property listed on Schedule 1 hereto to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement).

WHEREAS, in connection with the full satisfaction and discharge of all Obligations, the Secured Parties have agreed to release the security interests created under the IP Security Agreement on the terms and conditions set forth in (a) that certain Payoff Letter dated as of May 28, 2013, between the Collateral Agent, the Grantor and certain other parties thereto.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, acting on behalf of the Secured Parties, hereby (i) terminates the IP Security Agreement, (ii) terminates and releases the security interests over, and Lien upon, the Intellectual Property Collateral created by the IP Security Agreement, and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Intellectual Property Collateral.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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SOCIÉTÉ GÉNÉRALE

By *Elaine Khalil*  
Name: **Elaine Khalil**  
Title: **Managing Director**

Acknowledged and agreed:

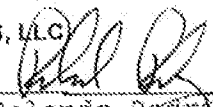
**RAVE CINEMAS, LLC**

By \_\_\_\_\_  
Name:  
Title:

SOCIÉTÉ GÉNÉRALE

By \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

RAVE CINEMAS, LLC  
By   
Name: Rolando Rodriguez  
Title: Chief Executive Officer

**SCHEDULE 1**  
**INTELLECTUAL PROPERTY**

Copyrights and Copyright Applications

None.

Patents and Patent Applications

None

Trademarks and Trademark Applications

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