

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
Goldman Sachs Specialty Lending Group, L.P.		08/23/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Marquee Cinemas, Inc.		
Street Address:	552 Ragland Road		
City:	Beckley		
State/Country:	WEST VIRGINIA		
Postal Code:	25801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2309004	MARQUEE CINEMAS	
CORRESPONDENCE DATA			
Fax Number:	3043449566		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3043478349		
Email:	pgp@ramlaw.com		
Correspondent Name:	Paul G. Papadopoulos		
Address Line 1:	700 Virginia Street, East		
Address Line 2:	Robinson & McElwee PLLC		
Address Line 4:	Charleston, WEST VIRGINIA 25301		
NAME OF SUBMITTER:	Paul G. Papadopoulos		
Signature:	/pgp/		
Date:	08/30/2013		
Total Attachments: 3 source=130830150941_0001 (R0833796)#page1.tif source=130830150941_0001 (R0833796)#page2.tif source=130830150941_0001 (R0833796)#page3.tif			

OP \$40.00 2309004

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "**Release**") is made as of August 23, 2013 ("**Effective Date**") by **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. ("GSSLG")**, as Agent and sole Lead Arranger ("**Agent**") for the Lenders (as defined in the Trademark Security Agreement), in favor of **MARQUEE CINEMAS, INC.**, a Delaware corporation ("**Grantor**").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Agent dated December 6, 2004 (the "**Trademark Security Agreement**"), Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties (as defined therein) and granted to Agent a Lien (as defined therein) on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 13, 2004, at Reel 2989, Frame 0848; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Agent and Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all mortgage interests, pledges, hypothecation, Liens, or security interests in, upon or against the Trademark Collateral, including but not limited to the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, the Agent has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of this 23 day of August 2013.

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P., as Agent

By: 

Name:

Stephen W. Hipp

Title:

Senior Vice President

Schedule A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MARQUEE CINEMAS	Reg. No. 2,309,004	1/19/2000

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
None.		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Trademark License Agreement	Licensor: Marquee Cinemas, Inc. Licensee: Marquee Cinemas-AL, Inc., Marquee Cinemas - CT, Inc., Marquee Cinemas - FL, Inc., Marquee Cinemas KY, Inc., Marquee Cinemas - MA, Inc., Marquee Cinemas - NC, Inc., Marquee Cinemas-NJ, Inc., Marquee Cinemas-NY, Inc., Marquee Cinemas - OH, Inc., Marquee Cinemas - PA, Inc., Marquee Cinemas SC, Inc., Marquee Cinemas - TN, Inc., Marquee Cinemas - TX, Inc., Marquee Cinemas VA, Inc., and Marquee Cinemas-WV, Inc.	November 30, 2004

Notice of Release of Security Interest in Trademarks
46800582