

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Movie Tavern, Inc.		09/06/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3494494	MOVIE TAVERN
Registration Number:	3494495	MOVIE TAVERN MOVIES NEVER TASTED SO GOOD
Serial Number:	86013075	MOVIE TAVERN MT-X XTREME

CORRESPONDENCE DATA	
Fax Number:	3125774565
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-577-8265
Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	Kristin Brozovic c/o Katten
Address Line 1:	525 W Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-627
NAME OF SUBMITTER:	Kristin Brozovic

CH \$90.00 3494494

Signature:	/Kristin Brozovic/
Date:	09/10/2013
Total Attachments: 5 source=Southern Theatres - Trademark Security Agreement (Movie Tavern) (Executed)#page1.tif source=Southern Theatres - Trademark Security Agreement (Movie Tavern) (Executed)#page2.tif source=Southern Theatres - Trademark Security Agreement (Movie Tavern) (Executed)#page3.tif source=Southern Theatres - Trademark Security Agreement (Movie Tavern) (Executed)#page4.tif source=Southern Theatres - Trademark Security Agreement (Movie Tavern) (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the other Credit Parties (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 6, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the other Credit Parties, the Lenders and the other Credit Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty Agreement, dated as of September 6, 2013 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of September 6, 2013 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant to the Administrative Agent, as collateral security for the payment or performance, as applicable, in full of the Obligations, a security interest in all or substantially all of the assets of such Grantor;

WHEREAS, all of the Grantors are party to the Guaranty Agreement and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the other Credit Parties to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty Agreement or Security Agreement, as the context requires.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty Agreement and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty Agreement and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MOVIE TAVERN, INC., as Grantor

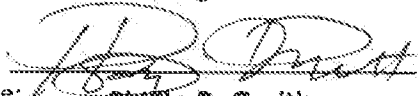
By: 

Name: R. Trent Hickman

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: **Phillip P. Smith**
Title: **Duly Authorized Signatory**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Owner</u>
Movie Tavern	3,494,494	9/2/08	Movie Tavern, L.L.C.
Movie Tavern Movies Never Tasted So Good	3,494,495	9/2/08	Movie Tavern, L.L.C.

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Date</u>	<u>Owner</u>
Movie Tavern MT-X Xtreme	86-013075	7/17/13	Movie Tavern, L.L.C.

3. INTELLECTUAL PROPERTY LICENSES

- Movie Tavern, Inc. has a license to use the “RealD” name and logo pursuant to that certain RealD System Lease Agreement dated April 15, 2013, by and between RealD Inc. and Movie Tavern, Inc.