

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest in Trademark Collateral - First Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carmike Cinemas, Inc.		11/20/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Trustee		
<b>Street Address:</b>	7000 Central Parkway NE		
<b>Internal Address:</b>	Suite 550		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30338		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3033814	MUVICO	
<b>Registration Number:</b>	2767154	PREMIER	
<b>Registration Number:</b>	4402954	MUVI STAR	
<b>Registration Number:</b>	2446916	MUVICO THEATERS - THE WORLD'S PREMIER MO	
<b>Registration Number:</b>	2388889	AMERICA'S MOST BEAUTIFUL MOVIE THEATER	
<b>Registration Number:</b>	2207970	SPLICER	
<b>Registration Number:</b>	2942332	CLICK YOUR SEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	042230-0054		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		

CH \$190.00 3033814

<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	03/27/2014
<b>Total Attachments: 7</b> source=Carmike- Wells First Lien TSA 11-20-2013#page1.tif source=Carmike- Wells First Lien TSA 11-20-2013#page2.tif source=Carmike- Wells First Lien TSA 11-20-2013#page3.tif source=Carmike- Wells First Lien TSA 11-20-2013#page4.tif source=Carmike- Wells First Lien TSA 11-20-2013#page5.tif source=Carmike- Wells First Lien TSA 11-20-2013#page6.tif source=Carmike- Wells First Lien TSA 11-20-2013#page7.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK COLLATERAL

This GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Agreement"), effective as of November 20, 2013, is made by Carmike Cinemas, Inc., a Delaware corporation, (the "Borrower"), in favor of Wells Fargo Bank, National Association, as Collateral Trustee (the "Collateral Trustee") for the Secured Parties, parties to the Credit Agreement, dated as of April 27, 2012, among the Borrower, the Lenders, and Macquarie US Trading LLC as Administrative Agent and Syndication Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of April 27, 2012, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademark Collateral (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Borrower has obtained the rights, title or interest in the Additional Trademark Collateral (as defined herein); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees, with the Collateral Trustee, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns and transfers to the Collateral Trustee, and hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Borrower's Obligations (the "Additional Trademark Collateral");

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, all applications in connection therewith, and all common-law rights related thereto, in each case as referred to in Schedule A,

(b) the right to obtain all renewals thereof;

(c) all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

provided, that, notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (and the Additional Trademark Collateral shall not include) any intent-to-use trademark application prior to the filing of an amendment to allege use or a statement of use with respect thereto, to the extent and for so long as creation by the Borrower of a security interest therein would result in the loss by the Borrower of any material rights therein, provided that upon the filing of an amendment to allege use or a statement of use for any such intent-to-use trademark application, such application will become part of the Additional Trademark Collateral and this Agreement shall constitute a grant of a security interest therein.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Trustee for the benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Collateral Trustee and each other Secured Party) shall remain in full force and effect in accordance with its terms.

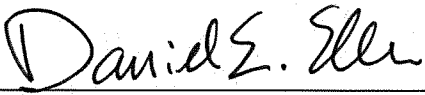
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights, privileges, protections, immunities and remedies of the Collateral Trustee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Trust Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARMIKE CINEMAS, INC.  
as Borrower

By:   
Daniel E. Ellis  
Senior Vice President

ACKNOWLEDGED BY:

Wells Fargo Bank, National Association  
as Collateral Trustee

By: STEFAN Victory

Name: STEFAN VICTORY

Title: VICE PRESIDENT

Date: 12/4/13

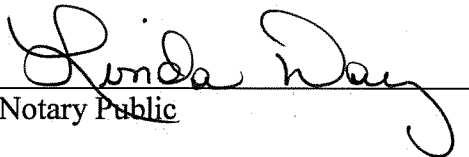
TRADEMARK

REEL: 005245 FRAME: 0149

ACKNOWLEDGMENT OF BORROWER

STATE OF GEORGIA        )  
                                  ) ss  
COUNTY OF MUSCOGEE )

On the 4<sup>th</sup> day of December, 2013, before me personally came Daniel E. Ellis, who is personally known to me to be the Senior Vice President of Carmike Cinemas, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Senior Vice President in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

LINDA DAY  
Notary Public - Official Seal  
Muscogee County, Georgia  
My Commission Expires: 9/04/2017





## SCHEDULE A

### U.S. Trademark Registrations and Applications

Owner: Carmike Cinemas, Inc.

	Trademark/Image If Any	Application Number Application Date	Registration Number Registration Date
1.	<b>Muvico</b>		U.S. Registration No. 3033814, registered on 12/27/05
2.	<b>Premier</b>		U.S. Registration No. 2767154, registered on 9/23/03
3.	<b>Muvi Star</b>		U.S. Registration No. 4,402,954, registered on 9/17/13
4.	<b>Muvico Theaters - The World's Premier Movie Experience</b>		U.S. Registration No. 2446916, registered on 4/24/11
5.	<b>America's Most Beautiful Theater</b>		U.S. Registration No. 2388889, registered on 9/19/00
6.	<b>Splicer</b>		U.S. Registration No. 2207970, registered on 12/8/98
7.	<b>Click Your Seat</b>		U.S. Registration No. 2942332, registered on 4/17/05