

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299384

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

CH \$190.00 3033814

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/27/2014
Total Attachments: 8 source=Carmike- Wells Second Lien TSA 11-20-2013#page1.tif source=Carmike- Wells Second Lien TSA 11-20-2013#page2.tif source=Carmike- Wells Second Lien TSA 11-20-2013#page3.tif source=Carmike- Wells Second Lien TSA 11-20-2013#page4.tif source=Carmike- Wells Second Lien TSA 11-20-2013#page5.tif source=Carmike- Wells Second Lien TSA 11-20-2013#page6.tif source=Carmike- Wells Second Lien TSA 11-20-2013#page7.tif source=Carmike- Wells Second Lien TSA 11-20-2013#page8.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.

W I T N E S S E T H:

WHEREAS, pursuant to an Indenture dated as of April 27, 2013 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time) (the "Indenture"), among the Borrower, the guarantors party thereto and the Indenture Trustee, as trustee (the "Indenture Trustee"), the Borrower intends to issue 7.375% Senior Secured Notes (including any related exchange notes, the "Senior Secured Notes") in an aggregate principal amount of \$210,000,000;

WHEREAS, in connection with the Indenture, the Borrower has executed and delivered a Second Lien 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 "Collateral Agreement");

WHEREAS, pursuant to the 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 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 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, including, without limitation, any of the foregoing 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 Collateral Agreement and is expressly subject to the terms and conditions thereof. The 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 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 Collateral Agreement, the terms of the 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.

SECTION 6. Collateral Trust Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement, dated as of April 27, 2012, among the Borrower, the Guarantors from time to time party thereto, Macquarie US Trading LLC, as Administrative Agent under the Credit Agreement (as defined therein), the Indenture Trustee and Wells Fargo Bank, National Association, as Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Collateral Trust

Agreement”). In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement will govern.

[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
Daniel E. Ellis
Senior Vice President

ACKNOWLEDGED BY:

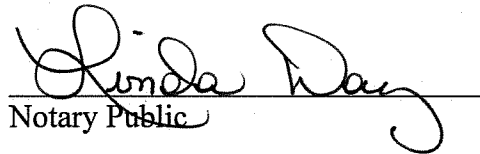
Wells Fargo Bank, National Association
as Collateral Trustee

By: STEFAN VICTORY
Name: STEFAN VICTORY
Title: VICE PRESIDENT
Date: 12/4/13

ACKNOWLEDGMENT OF BORROWER

STATE OF GEORGIA)
) ss
COUNTY OF MUSCOGEE)

On the 4th 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

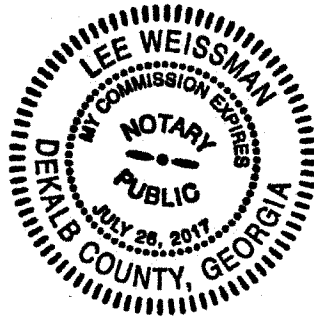
(PLACE STAMP AND SEAL ABOVE)

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

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF *Georgia*)
) ss
COUNTY OF *Fulton*)

On the 4 day of December, 2013, before me personally came **STEFAN VICTORY**, who is personally known to me to be the **VICE PRESIDENT** of Wells Fargo Bank, National Association; who, being duly sworn, did depose and say that she/he is the **VICE PRESIDENT** in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



[Signature]

Notary Public

(PLACE STAMP AND SEAL ABOVE)

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