

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Muvico Entertainment, LLC		11/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Carmike Cinemas, Inc.		
Street Address:	1301 First Avenue		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4402954	MUVI STAR	
Registration Number:	2942332	CLICK YOUR SEAT	
Registration Number:	3033814	MUVICO	
Registration Number:	2767154	PREMIER	
Registration Number:	2446916	MUVICO THEATERS - THE WORLD'S PREMIER MO	
Registration Number:	2388889	AMERICA'S MOST BEAUTIFUL MOVIE THEATER	
Registration Number:	2207970	SPLICER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-885-3155		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Austin Padgett, Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	9376.111545		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		

OP \$190.00 4402954

DATE SIGNED:	07/01/2014
---------------------	------------

Total Attachments: 5

source=Muvico.Carmike Cinemas.TM Assignment#page1.tif

source=Muvico.Carmike Cinemas.TM Assignment#page2.tif

source=Muvico.Carmike Cinemas.TM Assignment#page3.tif

source=Muvico.Carmike Cinemas.TM Assignment#page4.tif

source=Muvico.Carmike Cinemas.TM Assignment#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into this 20th day of November, 2013, by and between MUVICO ENTERTAINMENT, L.L.C., a Delaware limited liability company ("Assignor") and CARMIKE CINEMAS, INC., a Delaware corporation ("Assignee"). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in that certain Agreement for the Purchase and Sale of Assets, dated as of November 4, 2013 (the "Asset Purchase Agreement").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignee agreed to purchase certain assets of the Business from Assignor;

WHEREAS, Assignor is the owner of the trademarks and trademark registrations identified in the attached Schedule A (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, the execution and delivery of this Trademark Assignment is a condition to Closing.

NOW THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, the goodwill of the Business symbolized thereby, and all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, exclusive rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring causes of action (either in law or equity) and recover damages for past, present and future infringement, dilution or other violation thereof, (c) grant licenses or other interests therein, and (d) obtain all income and payments now or hereafter due or payable with respect thereto.

2. Assignor hereby authorizes and requests any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademarks, and to issue any and all of the Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Trademark Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Trademarks.

3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to register or perfect the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Trademarks made herein. If Assignee is unable for any reason,

after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

4. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

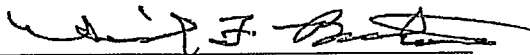
6. This Trademark Assignment shall be governed by and construed and interpreted in accordance with the Laws of the State of Florida irrespective of the choice of Laws principles. The parties consent specifically to the personal and exclusive jurisdiction of any state or federal court having subject matter jurisdiction in the State of Florida for any action relating to this Trademark Assignment and irrevocably waive their right to contest venue in any such courts. Each of the parties hereto agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The successful party in any action seeking enforcement of this Trademark Assignment shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the other party.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized representative.

MUVICO ENTERTAINMENT, L.L.C.

By: Muvico Theaters, Inc.,
a Florida corporation, its Manager

By: 

Name: Neil F. Bretan
Title: President

CARMIKE CINEMAS, INC.

By: _____

Name: Daniel E. Ellis
Title: Senior Vice President

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized representative.

MUVICO ENTERTAINMENT, L.L.C.

By: Muvico Theaters, Inc.,
a Florida corporation, its Manager

By: _____

Name: Neil F. Bretan
Title: President

CARMIKE CINEMAS, INC.

By: Daniel E. Ellis

Name: Daniel E. Ellis
Title: Senior Vice President

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
MUVI STAR	85834201	January 28, 2013	4402954	September 17, 2013
CLICK YOUR SEAT	76073226	June 19, 2000	2942332	April 19, 2005
MUVICO	76616299	October 18, 2004	3033814	December 27, 2005
PREMIER	75934735	March 3, 2000	2767154	September 23, 2003
MUVICO THEATERS - THE WORLD'S PREMIER MOVIE EXPERIENCE	75655274	March 8, 1999	2446916	April 24, 2001
AMERICA'S MOST BEAUTIFUL MOVIE THEATER	75716722	May 28, 1999	2388889	September 19, 2000
SPLICER	75187784	October 25, 1996	2207970	December 8, 1998