

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Collateral (Second Lien)
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carmike Cinemas, Inc.		06/17/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateal Trustee
Street Address:	150 East 42nd Street, 40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1702213	CARMIKE CINEMAS
Registration Number:	1450101	CARMIKE CINEMAS
Registration Number:	1448964	CARMIKE
Registration Number:	2756369	WYNNSONG CINEMAS
Registration Number:	2357500	SUMMIT CINEMA CAFE
Registration Number:	2126330	HOLLYWOOD CONNECTION
Registration Number:	1702214	C
Registration Number:	3921189	BIG DDD DIGITAL EXPERIENCE
Registration Number:	3912421	BIG D
Registration Number:	3033814	MUVICO
Registration Number:	2942332	CLICK YOUR SEAT
Registration Number:	4402954	MUVI STAR
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: 7147558290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049067-0076
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NAME OF SUBMITTER:	Anna T Kwan
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SIGNATURE:	/atk/
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DATE SIGNED:	06/22/2015
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Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK COLLATERAL

This GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (“Agreement”), effective as of June 17, 2015 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 the date hereof (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 6.00% Senior Secured Notes (including any related exchange notes, the “Senior Secured Notes”) in an aggregate principal amount of \$230,000,000; and

WHEREAS, in connection with the Indenture, the Borrower has executed and delivered a Second Lien Collateral Agreement, dated as of June 17, 2015, 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 Trademarks; and

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

NOW THEREFORE, in consideration of the premises and to induce the Indenture Trustee to enter into the Indenture and to induce the purchase of the Senior Secured Notes, 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 “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 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 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 June 17, 2015, among the Borrower, the Guarantors from time to time party thereto, JPMorgan Chase, National Association, 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.

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
Name:
Title:

[Signature Page to Grant of Security Interest in Trademark Collateral (Second Lien)]

TRADEMARK
REEL: 005557 FRAME: 0994

ACKNOWLEDGED BY:




Wells Fargo Bank, National Association
as Collateral Trustee

By: STEFAN VICTORY
Name: STEFAN VICTORY
Title: VICE PRESIDENT

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.	CARMIKE CINEMAS 	74184695 7/15/1991	1702213 7/21/1992
2.	CARMIKE CINEMAS	73635210 12/12/1986	1450101 7/28/1987
3.	CARMIKE AND DESIGN	73635178 12/12/1986	1448964 7/21/1987
4.	WYNNSONG CINEMAS	78179380 10/29/2002	2756369 8/26/2003
5.	SUMMIT CINEMA CAFÉ	75756340 7/7/1999	2357500 6/13/2000
6.	HOLLYWOOD CONNECTION	75145603 8/6/1996	2126330 12/30/1997
7.	C AND DESIGN 	74184696 7/15/1991	1702214 7/21/1992
8.	BIG D DIGITAL EXPERIENCE AND DESIGN 	85008469 4/7/2010	3921189 2/15/2011
9.	BIG D AND DESIGN	85008467 4/7/2010	3912421 1/25/2011
10.	MUVICO	76616299 10/18/2004	3033814 12/27/2005
11.	CLICK YOUR SEAT	76073226 6/19/2000	2942332 4/19/2005
12.	MUVISTAR	85834201 1/28/2013	4402954 9/17/2008
13.	PREMIER	75934735 3/3/2000	2767154 9/23/2013
14.	MUVICO THEATRES – THE WORLD’S PREMIER MOVIE EXPERIENCE	75655274 3/8/1999	2446916 4/24/11
15.	AMERICA’S MOST	75716722 5/28/1999	2388889 9/19/2010

	Trademark/Image If Any	Application Number Application Date	Registration Number Registration Date
	BEAUTIFUL THEATRE		
16.	SPLICER	75187784 10/25/1996	2207970 12/8/2008