

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352640

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOVIESTOP LLC		07/28/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PATHLIGHT CAPITAL LLC
Street Address:	One Post Office Square
Internal Address:	Suite 3765
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3110314	MOVIESTOP BUY SELL TRADE
Registration Number:	2931959	MOVIESTOP
Registration Number:	3558755	BUY MOVIESTOP TRADE
Registration Number:	3558754	MOVIESTOP
Registration Number:	3800272	MOVIESTOP
Registration Number:	3800271	MOVIESTOP
Registration Number:	3608477	MOVIESTOP
Registration Number:	3608476	MOVIESTOP
Registration Number:	3925882	MOVIESTOP
Registration Number:	3911431	MOVIESTOP
Registration Number:	3911430	MOVIESTOP

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

TRADEMARK

Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2010878-0003

NAME OF SUBMITTER: Daniel L. Scales

SIGNATURE: /daniel l. scales/

DATE SIGNED: 08/25/2015

Total Attachments: 5

source=Trademark Grant (Executed)#page1.tif
source=Trademark Grant (Executed)#page2.tif
source=Trademark Grant (Executed)#page3.tif
source=Trademark Grant (Executed)#page4.tif
source=Trademark Grant (Executed)#page5.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 28, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MOVIESTOP LLC, a Delaware limited liability company with an address at 1300 Cobb International Dr., Suite C, Kennesaw, GA 30152 (the "Grantor"), hereby grants to PATHLIGHT CAPITAL LLC, a Delaware limited liability company with offices at One Post Office Square, Suite 3765, Boston, Massachusetts 02109 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

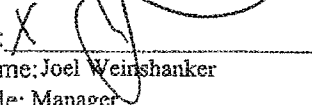
This Grant of Security Interest in United States Trademarks (this "Grant") is made to secure the satisfactory performance and payment of all the Liabilities of the Grantor, as such term is defined in the Term Loan and Security Agreement by, among others, the Grantor and the Grantee, dated as of July 15, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Loan Agreement"), to which the Grantor became a party pursuant to that certain First Amendment and Joinder to Term Loan and Security Agreement, dated as of the date hereof, by and among, among others, the Grantor and the Grantee.

This Grant has been granted in conjunction with the security interest granted to the Grantee under that certain Trademark and Trademark Applications Security Agreement dated July 15, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the

event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as a sealed instrument as of the date first set forth above.


MOVIESTOP LLC, as Grantor

By: 
Name: Joel Weirshanker
Title: Manager

[Signature Page to Grant of Security Interest in U.S. Trademarks]

TRADEMARK
REEL: 005608 FRAME: 0630

PATHLIGHT CAPITAL LLC,
as Grantee

By: 
Name: Katie Hendricks
Title: Director

[Signature Page to Grant of Security Interest in U.S. Trademarks]

SCHEDULE A

<u>Trademarks</u>	<u>Filing /Registration Date</u>	<u>Serial/Registration Number</u>
	11/27/2013	86131323
	8/4/2004	3110314
MOVIESTOP	9/11/2003	2931959
	1/8/2008	3558755
	1/8/2008	3558754
MOVIESTOP	8/20/2008	3800272
	8/20/2008	3800271
	8/20/2008	3608477
MOVIESTOP	8/20/2008	3608476
MOVIESTOP	1/10/2008	3925882
	1/11/2008	3911431
	1/10/2008	3911430
MOVIESTOP EXPRESS	10/26/2009	

Exhibit A - Grant of Security Interest In U.S. Trademarks

6711324v3

RECORDED: 08/25/2015

**TRADEMARK
REEL: 005608 FRAME: 0632**