

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366958

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment Number Two to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SV Holdco, LLC		12/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
Screenvision, LLC		12/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
Screenvision Exhibition, Inc.		12/21/2015	CORPORATION: DELAWARE
Screenvision Direct, Inc.		12/21/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City National Bank, As Agent		
<b>Street Address:</b>	555 South Flower Street		
<b>Internal Address:</b>	24th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4337754	SCREENVISION	
<b>Registration Number:</b>	4238973	SCREENFANZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F160334		
<b>NAME OF SUBMITTER:</b>	Teresa L. McNally		

OP \$65.00 4337754

<b>SIGNATURE:</b>	/Teresa L. McNally/
<b>DATE SIGNED:</b>	12/22/2015
<b>Total Attachments: 5</b> source=20151222114645637#page3.tif source=20151222114645637#page4.tif source=20151222114645637#page5.tif source=20151222114645637#page6.tif source=20151222114645637#page7.tif	

## **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2015 (this "**Amendment**"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of October 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), among Parent and its Subsidiaries that are from time to time signatory thereto (each referred to hereinafter individually as a "**Debtor**" and collectively, jointly, and severally as "**Debtors**"), and **CITY NATIONAL BANK**, a national banking association, as the arranger and administrative agent for the Lender Group and the Bank Product Providers, as such terms are defined therein (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "**Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

**WHEREAS**, Debtors and Agent are parties to (i) that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on November 4, 2010 at Reel 004409, Frame 0892, and (ii) that certain Amendment Number One to Trademark Security Agreement, dated September 23, 2011, at Reel 004632, Frame 0081;

**WHEREAS**, Debtors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the Trademarks appearing on Exhibit A hereto, and Debtors and Agent have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtors and Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule A attached hereto (the "**Additional Trademark Collateral**"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and, together with the other Trademark Collateral, shall secure all Secured Obligations.

2. Each Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent continuing security interests in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. EACH DEBTOR AND AGENT AGREE THAT THE PROVISIONS IN THE TRADEMARK SECURITY AGREEMENT WITH RESPECT TO CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER ARE APPLICABLE TO THIS AMENDMENT AS IF FULLY SET FORTH HEREIN.

4. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. This Amendment is a Loan Document.

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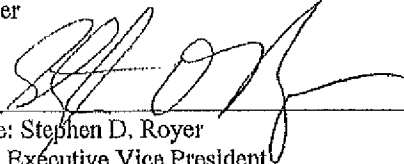
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

**DEBTORS:**

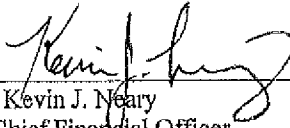
**SV HOLDCO, LLC,**  
a Delaware limited liability company, as Parent

By: Shamrock Capital Growth Fund II, L.P., its Sole Member

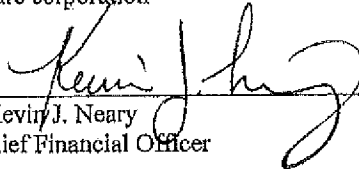
By: Shamrock Capital Partners II, L.L.C., its General Partner

By:   
Name: Stephen D. Royer  
Title: Executive Vice President

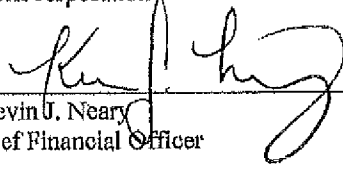
**SCREENVISION, LLC,**  
a Delaware limited liability company

By:   
Name: Kevin J. Neary  
Title: Chief Financial Officer

**SCREENVISION EXHIBITION, INC.,**  
a Delaware corporation

By:   
Name: Kevin J. Neary  
Title: Chief Financial Officer

**SCREENVISION DIRECT, INC.,**  
a New York corporation


By:   
Name: Kevin J. Neary  
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005696 FRAME: 0015**

**AGENT:**

**CITY NATIONAL BANK,**  
a national banking association

By:   
Name: Brandy Han  
Title: Senior Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

to Amendment Number Two to Trademark Security Agreement

**Trademarks**

Screenvision, LLC is the owner of the following Trademarks:

COUNTRY	REF. #	FILED	APPL #	REGDT	REG #	STATUS	CLASSES	Trademark
US	274710-000116US	08/14/2012	85/702,856	05/21/2013	4,337,754	Registered	35	"Screenvision" and design
US	274710-00014US	9/20/2011	85/426,919	11/6/2012	4,238,973	Registered	9, 35	"Screenfanz"

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