

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANN THEATRES INC.		02/23/2016	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cinemark USA, Inc.		
Street Address:	3900 Dallas Parkway, Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86465765	XDX	
CORRESPONDENCE DATA			
Fax Number:	4694220091		
<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:	972-550-7500		
Email:	ipdocketing@wriplaw.com		
Correspondent Name:	Warren Rhoades LLP		
Address Line 1:	1212 Corporate Drive, Suite 250		
Address Line 4:	Irving, TEXAS 75038		
ATTORNEY DOCKET NUMBER:	1012.0605		
NAME OF SUBMITTER:	Sanford E. Warren, Jr.		
SIGNATURE:	/Sanford E. Warren, Jr./		
DATE SIGNED:	02/29/2016		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARK APPLICATION

THIS TRADEMARK APPLICATION ASSIGNMENT (the "Assignment") is effective this 23rd day of February (the "Effective Date"), from MANN THEATRES INC., a Minnesota Corporation having an address of 900 East 80th Street, Bloomington, Minnesota 55420 ("ASSIGNOR"), to CINEMARK USA, INC., a Texas Corporation having an address of 3900 Dallas Parkway, Suite 500, Plano, Texas 75093 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns certain trademark application(s) listed in Section No. 1 below (the "Trademarks");

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE by way of this Assignment its entire right, title, and interest in and to the Trademarks and in and to any renewals or registrations that may be granted thereon, all together with the goodwill associated therewith to continue a business substantially similar to the business associated with the Trademarks;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to these Trademarks and in and to any renewals or registrations that may be filed and granted thereon, all together with the goodwill of the business connected therewith to continue a business substantially similar to the business formerly associated with the Trademarks; and

NOW THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR warrants and represents a) that it is the exclusive owner of the Trademarks listed below and that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks; b) that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademarks that would preclude, conflict with or encumber this Assignment; c) that all assignments and/or applicable filings that may be necessary to vest in ASSIGNOR full and complete title to the Trademarks have been obtained; and, d) that ASSIGNOR hereby consents to this Assignment.

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Country</u>
XDX	86/465,765	11/26/2014	United States of America

2. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to ASSIGNEE all rights, title, and interest in the above Trademarks, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. ASSIGNEE accepts as of the Effective Date, all of ASSIGNOR's rights, title and interest in the above Trademarks, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal

ASSIGNMENT OF TRADEMARK APPLICATION

representatives, all right, title, and interest in and to the Trademarks, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

4. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

5. Each party acknowledges that as of the Effective Date this Assignment is a legal, valid, and a binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:

MANN THEATRES INC.

By: Beyce Mann

Name: Beyce Mann

Title: vice president owner

ASSIGNEE:

CINEMARK USA, INC.

By: Michael Cavalier

Name: Michael Cavalier

Title: ~~Senior~~ Vice President – General Counsel and Secretary
Exec