

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
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:	2145502955		
<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: 10			
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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is entered into this 23rd day of February (the "Effective Date") by and between CINEMARK USA, INC., a Texas Corporation having an address of 3900 Dallas Parkway, Suite 500, Plano, Texas 75093 (hereinafter "LICENSOR") and MANN THEATRES INC., a Minnesota Corporation having an address of 900 East 80th Street, Bloomington, Minnesota 55420 (hereinafter "LICENSEE").

WHEREAS, LICENSOR owns certain federal trademark applications and registrations as listed in Exhibit A (the "Trademarks");

WHEREAS, LICENSEE desires to license the Trademarks from LICENSOR to operate, promote and market the goods and services of the Theater in its Territory represented in and by the Trademarks; and

WHEREAS, LICENSOR is willing to grant to LICENSEE a non-exclusive, royalty-free, perpetual, revocable, right and license to use the Trademarks subject to, and LICENSEE is willing to use the Trademarks in accordance with, all of the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises set forth in this License Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties do promise and agree as follows:

1. Definitions

1.1 "Trademarks" shall collectively mean the federal trademark applications and registrations listed on the attached Exhibit A.

1.2 "Parties" shall mean the entities entering into this Agreement, namely LICENSOR and LICENSEE.

1.3 "Party" shall mean either entity entering into this Agreement, namely LICENSOR or LICENSEE.

1.4 "Territory" shall be defined as LICENSEE'S sole theater named Plymouth Grand 15 located at 3400 Vicksburg Lane, Plymouth, Minnesota 55447, United States of America (The "Theater").

2. Assignment of Trademark Application

Concurrently herewith, LICENSEE executes the attached Assignment of Trademark Application for XDX, transferring all rights and goodwill in the trademark to LICENSOR. All goodwill or value generated in connection with the use of the trademark are, and shall at all times be solely owned by LICENSOR, and shall inure to the benefit of and be on behalf of LICENSOR.

3. Grant of License

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3.1 LICENSOR hereby grants to LICENSEE for the duration of this Agreement a limited, non-exclusive, royalty-free, perpetual, non-transferable revocable, right and license to use the Trademarks in connection with the operation, marketing and promotion of the Theater in the Territory (the "License"). LICENSEE has no right to sublicense the Trademarks to any third party under this Agreement.

3.2 LICENSOR warrants that it owns all rights, title and interest in and to its respective Trademarks and that LICENSOR and LICENSEE have full right, power and authority to enter into this Agreement.

3.3 LICENSOR and LICENSEE expressly agree that all proprietary rights, title, interest and control of the Trademarks, including any goodwill or other value generated in connection with the use of the Trademarks, are and shall at all times be solely owned by the LICENSOR, and shall inure to the benefit of and be on behalf of LICENSOR.

3.4 Except as expressly provided herein, nothing contained in this Agreement shall be construed as: (i) a warranty or representation that the exercise of rights and licenses granted under this Agreement shall be free from infringement of any intellectual property right, including the trademark rights, of any other person or entity; or (ii) a grant of any right, by license or otherwise, by either Party to the other, under either Party's patents, patent applications, trademarks, copyrights, know-how, or other intellectual property rights.

4. LICENSEE'S Obligations

4.1 LICENSEE shall not participate, directly or indirectly, in any acts which may tend to be detrimental to or invalidate the Trademarks, and in particular but without limitation:

- (i) LICENSEE shall not (a) use in its business any other trademarks, trade names, logos, domain names or other indicia of ownership or source identification so resembling the Trademarks as to be likely to cause confusion or deception and (b) promptly abandon and discontinue any such use on notice from LICENSOR;
- (ii) LICENSEE shall use the Trademarks precisely as they appear in the trademark registration certificates or trademark applications and shall comply with any reasonable directions given by LICENSOR as to the use or representations of the Trademarks
- (iii) LICENSEE will use the Trademarks solely for the purposes and in the manner stated in this Agreement and abide by the terms of this Agreement;
- (iv) LICENSEE will not in any way dispute or impugn the validity of the Trademarks or any registration of the Trademarks, nor the sole proprietary rights of LICENSOR thereto;

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- (v) LICENSEE will display the appropriate symbol, whether it be ™ for pending trademark applications or the ® symbol for registered trademarks, as often as reasonably possible, with the use of the Trademarks;
- (vi) LICENSEE will avoid any actions that would materially disparage LICENSOR'S goodwill in the Trademarks; and
- (vii) LICENSEE does not have the right to 1) sublicense the Trademarks or 2) transfer, sell or assign any right granted by this Agreement, or 3) modify the Trademarks in any manner whatsoever. LICENSEE further acknowledges and agrees that it does not have the right to use the Trademarks in connection with products and services other than as expressly permitted herein.

4.2 No Ownership of Mark by LICENSEE

LICENSEE shall have no right, title or interest in the Trademarks and will not make any representation or do any act which may be taken to indicate that they have any right, title or interest in or to the ownership or use of the Trademarks except under the terms of this Agreement, and hereby acknowledge that nothing contained in this Agreement shall give the LICENSEE any right, title or interest in or to the ownership or use of the Trademarks except as provided in the limited license granted herein.

4.3 LICENSEE'S Indemnification Obligation

- (i) LICENSEE shall be liable to and agree to defend, indemnify and hold harmless LICENSOR and its affiliates, agents, employees, successors and permitted assigns against any and all losses, damages, fees, judgments, costs, investigations and expenses, including costs and reasonable attorney's fees, incurred by reason of, arising from or relating to (i) marketing, advertising, offer of services, manufacture, distribution, sale, lease, use, export or shipment by LICENSEE or their authorized representatives of any products or services bearing the Trademarks, including any claims, suits or other proceedings asserting a product liability action; or (ii) any breach of or inaccuracy in any representation, warranty, covenant or agreement of LICENSEE contained herein.
- (ii) In any claim or action within the scope of this Section 4.3, LICENSEE shall have the right to control the defense, retain counsel of its choice that is reasonably acceptable to LICENSOR, and settle at their expense the claim or action; provided, however, no such settlement of the claim or action shall be entered into without the prior written consent of LICENSOR if such settlement involves a finding of culpability against LICENSOR or involves any material detriment to LICENSOR. LICENSOR shall cooperate to the extent necessary in the defense and shall have the right to retain separate counsel at its expense and thereby to participate in the defense.

5. Quality Control

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5.1 LICENSEE agrees to submit for LICENSOR'S approval, all plans and specifications for any new construction or retrofit of the Theater that utilizes the Trademarks.

5.2 LICENSEE shall operate the Theater in a manner that will not dilute the value or goodwill of the Trademark.

5.3 LICENSEE agrees that, upon request by LICENSOR, LICENSEE will submit to LICENSOR for LICENSOR'S review a representative sample of the form, format and trademark quality of such use of the Trademarks and associated goods or services.

5.4 LICENSEE agrees to respond to the direction of LICENSOR to revise its use of the Trademarks in accordance the quality control provisions of this Agreement.

5.5 LICENSEE agrees that their use of the Trademarks and all activities conducted by it in accordance with this Agreement shall be in conformance with all applicable laws, rules and regulations.

5.6 LICENSEE agrees to present, in a dignified manner, all advertising, promotional and marketing materials to LICENSOR for approval and confirmation of LICENSOR'S standards and specifications related to advertising, marketing and trademark use.

5.7 LICENSEE agrees to abide by any and all trademark guidelines, standards and specifications that LICENSOR prescribed or approved by LICENSOR.

5.8 LICENSEE agrees to submit to LICENSOR samples of proposed signage, promotional and marketing materials, and notify LICENSOR of the intended media, before first publication or use.

5.9 LICENSOR shall use good faith efforts to approve or disapprove proposed signage, promotional and marketing materials that have not yet been approved pursuant to Section 5.8 within 30 business days of their receipt.

5.10 LICENSEE may not use the signage, promotional or marketing materials until LICENSOR expressly approves the materials and the proposed media. Once approved, LICENSEE may use the materials only in connection with the media for which they were approved.

5.11 LICENSOR may disapprove LICENSEE'S signage, promotional or marketing materials, or the media for which they were approved, at any time, and LICENSEE must discontinue using any disapproved materials or media upon receipt of written notice of disapproval.

5.12 Licensee shall place signage utilizing the Trademark on the inside and outside of the Theater. Any signage incorporating the Trademark inside or outside of the Theater must be pre-approved by LICENSOR as to size, location and form, and such signage must conform with Section 5.7.

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6. Termination

6.1 This Agreement may be automatically terminated by LICENSOR with immediate effect upon delivery of written notice to LICENSEE if any of the following events occur:

- (i) LICENSEE commits a breach of any of the terms and conditions of this Agreement. In such case, LICENSOR shall forward to LICENSEE a letter specifying the breach. If within thirty (30) days from the date of receipt of such letter LICENSEE has not remedied the breach, this Agreement may be terminated by LICENSOR; or
- (ii) LICENSEE becomes unable to pay its debts generally as they become due, is placed in liquidation, or a receiver of LICENSEE's assets or any part thereof is appointed.
- (iii) Any voluntary proceedings are commenced by and for LICENSEE under any bankruptcy, insolvency or debtor relief law.
- (iv) Any proceedings are commenced against LICENSEE under any bankruptcy, insolvency or debtor relief law and such proceedings are not vacated or get aside within sixty (60) days from the date of commencement.
- (v) The LICENSEE shall notify LICENSOR in writing immediately upon the occurrence of any change of control of LICENSEE or any material change in the direct or indirect ownership of LICENSEE. In the event of any change of control of LICENSEE or any material change in the direct or indirect ownership of LICENSEE, LICENSOR may, in its sole discretion, terminate this Agreement with immediate effect by delivery of written notice to LICENSEE.
- (vi) Upon termination of this Agreement for whatever reason, LICENSEE shall immediately cease to use the Trademarks to the extent these rights still exist.
- (vii) LICENSEE acknowledges that its failure to cease use of the Trademarks at the termination of this Agreement will result in immediate and irreparable damage to LICENSOR and to the rights of any subsequent licensee. LICENSEE acknowledges that there is no adequate remedy at law for failure to cease to use the Trademarks since the Agreement is terminated. Accordingly, LICENSOR shall be entitled, upon any breach or threatened breach of this Agreement, to any and all available relief, including equitable relief, specific performance or injunctive relief, and/or damages. Such remedies shall not be deemed to be exclusive remedies for breach of this Agreement but shall be in addition to all other remedies available at law, in equity or under this Agreement.
- (viii) The Parties mutually agree to terminate this Agreement.

7. Limitations of Liability, Disclaimer

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7.1 No Consequential Damages

IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER(S) UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS PROFITS, AND LOSS OF BUSINESS INFORMATION, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS LICENSE AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT, NO PARTY MAKES ANY WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING OUT OF TRADE USAGE OR PRACTICE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Manner of Use

8.1 LICENSEE agrees to use the Trademarks for advertising, marketing, and offering of the goods and services related to the Theater covered by the Trademarks. Such use shall only be within the Territory and in the manner and in accordance with the quality control provisions set forth in this Agreement.

8.2 Without detracting from the generality of any of the foregoing, it is agreed and understood by LICENSEE that LICENSEE does not have permission to: 1) modify the Trademarks in any manner whatsoever, and 2) use the Trademarks in connection with products and/or services other than as expressly permitted herein.

8.3 LICENSEE agrees to use only the Trademarks designated by LICENSOR and shall use them only in connection with the operation and promotion of LICENSEE'S Theater within the Territory and in the manner required or authorized and permitted by LICENSOR.

8.4 LICENSEE'S right to use the Trademarks is limited to the uses authorized under this Agreement and any unauthorized use thereof shall constitute an infringement of LICENSOR'S rights and grounds for termination of this Agreement.

8.5 LICENSEE shall not use the Trademarks as part of LICENSEE'S Business Entity or other legal name, or incorporate the Trademarks in any website or other social media name.

9. Infringement; Notice of Claims

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If LICENSEE becomes aware of any infringement of the Trademarks or if LICENSEE'S use of the Trademarks is challenged by a third party, then LICENSEE must immediately notify LICENSOR. LICENSOR shall have the exclusive right to take whatever action it deems appropriate. If LICENSOR or its affiliates undertakes the defense or prosecution of any litigation pertaining to any of the Trademarks or other intellectual property, LICENSEE must sign all documents and perform such acts and things as may, in the opinion of LICENSOR'S counsel, be necessary to carry out such defense or prosecution. If it becomes advisable at any time in the sole discretion of LICENSOR to modify or discontinue the use of any Trademark, or to substitute a new mark or graphic for any Trademark, as applicable, LICENSEE must promptly comply, at LICENSEE'S expense (which may include cost of replacement signage and/or trade dress), with such modifications, discontinuances, or substitutions.

10. Restrictions on Assignment

The license granted hereunder is personal to the LICENSEE. This Agreement may not be assigned by any act of LICENSEE or by operation of law. Any assignment, transfer, or attempt to transfer by LICENSEE in violation of this Agreement shall be null and void. LICENSOR has the right to freely assign or transfer this Agreement to any other person or entity without any requirement of consent by LICENSEE.

11. Interpretation and Enforcement of Agreement

This Agreement shall be interpreted and enforced according to the laws of Texas, without regard to conflicts of law provisions thereof. The Parties agree that Plano, Texas will be the exclusive forum for the resolution of any disputes arising out of or relating to this Agreement and that the jurisdiction for resolution of such disputes shall solely be rested in either the State Courts of Collin County, Texas or the United States District Court for the eastern District of Texas.

12. Waiver

No failure or delay by any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. No waiver by any Party of any breach of any provision hereof will be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

13. Severability

In the event any provision of this Agreement shall be invalid or unenforceable, it shall be deemed to be separate and shall not affect any other provision of this License Agreement.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all previous agreements between the Parties, whether written or oral.

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15. Notices

All notices, requests, demands and other communications required to be in writing under this Agreement shall be addressed as follows and notice shall be considered given five (5) days following dispatch by overnight mail delivery or first class mail, postage prepaid:

If to LICENSOR:

Cinemark USA, Inc.
3900 Dallas Parkway, Suite 500
Plano, Texas 75093
Attention: Michael Cavalier

If to LICENSEE:

Mann Theatres Inc.
900 East 80th Street
Bloomington, Minnesota 55420
Attention: _____

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

17. Further Actions.

The Parties to this Agreement will take any and all further actions and execute and deliver any and all documents that may be necessary to give full effect to the terms and intent of this Agreement, including the filing of any necessary simplified versions of this Agreement with the People's Republic of China Patent Office and the Central Bank of the People's Republic of China.

18. Fees and Expenses.

Each Party to this Agreement will pay its own fees and expenses incurred in connection with the negotiation and execution of this Agreement, including, without limitation, attorneys' fees.

19. Amendments.

No amendment, addition to, or deletion of any of the provisions of this Agreement will be effective unless made in writing and signed by an authorized representative of each of the Parties.

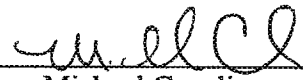
20. The Parties will mutually agree on the content of any press release concerning the subject matter of this Agreement. Notwithstanding the foregoing, a party may make a public announcement or press release concerning this Agreement without the prior consent of the other party when such public announcement or press release is required by applicable law, regulation or rule, including without limitation the security laws, regulations, and rules of the United States of America and rules of the U.S. Securities and Exchange Commission.

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IN WITNESS WHEREOF, the Parties have caused this Trademark License Agreement to be executed by duly authorized representatives as of the Effective Date set forth above.


LICENSOR:

CINEMARK USA, INC.

By: 
Name: Michael Cavalier
Title: Executive Vice President – General Counsel

LICENSEE:

MANN THEATRES INC.

By: 
Name: BENCIE MANN
Title: vice president owner

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EXHIBIT A

Status	Application No.	Filing Date	Registration No.	Registration Date	Trademark
Pending	86/465,765	11/26/2014	----	----	XDX