

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 2 to the Trademark Security Agreement Dated as of April 30, 2004

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Landmark Acquisition Corp.		07/06/2016	Corporation: DELAWARE
Silver Holdco Inc.		07/06/2016	Corporation: DELAWARE
Silver Cinemas Acquisition Co.		07/06/2016	Corporation: DELAWARE
Truly Indie LLC		07/06/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank)
<b>Street Address:</b>	2200 Ross Avenue - 8th Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3096029	E STREET CINEMA
Registration Number:	3257194	FILM CLUB
Registration Number:	3207067	LANDMARK THEATRES
Registration Number:	3115674	SILVER CINEMAS
Registration Number:	3600614	THE SCREENING LOUNGE
Registration Number:	4316022	TRULY INDIE
Registration Number:	4316023	TRULY INDIE

## CORRESPONDENCE DATA

Fax Number: 2027393001

*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: 202-739-5723

Email: carolyn.himmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

CH \$190.00 3096029

<b>Address Line 4:</b>	Washington, D.C. 20004
<b>NAME OF SUBMITTER:</b>	Carolyn Himmelfarb
<b>SIGNATURE:</b>	/Carolyn Himmelfarb/
<b>DATE SIGNED:</b>	07/14/2016
<b>Total Attachments: 6</b> source=Landmark - Fully Executed Supplement No. 2 to TM Security Agreement#page1.tif source=Landmark - Fully Executed Supplement No. 2 to TM Security Agreement#page2.tif source=Landmark - Fully Executed Supplement No. 2 to TM Security Agreement#page3.tif source=Landmark - Fully Executed Supplement No. 2 to TM Security Agreement#page4.tif source=Landmark - Fully Executed Supplement No. 2 to TM Security Agreement#page5.tif source=Landmark - Fully Executed Supplement No. 2 to TM Security Agreement#page6.tif	

SUPPLEMENT NO. 2  
TO THE TRADEMARK SECURITY AGREEMENT  
DATED AS OF APRIL 30, 2004

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Credit and Guaranty Agreement dated as of July 6, 2016 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among Landmark Acquisition Corp. (the "Borrower"), the various affiliated guarantors named therein (the "Guarantors", the Borrower and the Guarantors being collectively referred to as the "Pledgors" and each individually as a "Pledgor"), the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), as Administrative Agent (in its capacity as such, the "Administrative Agent") and as issuer of the letters of credit, the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement among the Pledgors, the Lenders and the Administrative Agent, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in all personal property of the Pledgors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Pledgors in, to and under any Trademarks and Trademark licenses, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement);

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 30, 2004 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement;

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all of such Pledgor's right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement, pursuant to paragraph B below, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The following Trademarks are hereby added to Schedule A to the Trademark Security Agreement:

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>
E STREET CINEMA	Silver Cinemas Acquisition Co.	3096029
FILM CLUB	Silver Cinemas Acquisition Co.	3257194
LANDMARK THEATRES	Silver Cinemas Acquisition Co.	3207067
SILVER CINEMAS	Silver Cinemas Acquisition Co.	3115674
THE SCREENING LOUNGE	Silver Cinemas Acquisition Co.	3600614
TRULY INDIE	Truly Indie LLC	4316022
TRULY INDIE & DESIGN	Truly Indie LLC	4316023

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.


The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other

instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

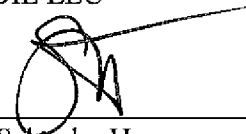
[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed as of July [ ], 2016.

LANDMARK ACQUISITION CORP.

By:   
Name: Schuyler Hansen  
Title: Chief Financial Officer

SILVER HOLDCO INC.  
SILVER CINEMAS ACQUISITION CO.  
TRULY INDIE LLC

By:   
Name: Schuyler Hansen  
Title: Chief Financial Officer

*Signature Page to Supplement No. 2 to Trademark Security Agreement*

**TRADEMARK  
REEL: 005834 FRAME: 0428**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

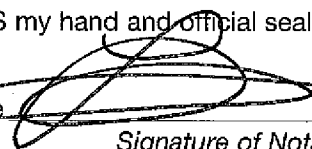
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On July 6, 2016 before me, L. Tanya Ferrusson, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Schuyler Hansen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On July 6, 2016 before me, Latanya Ferguson, Notary Public -  
Date Here Insert Name and Title of the Officer

personally appeared Schuyler Hansen

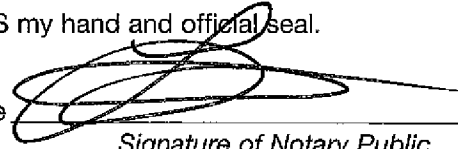
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~ies~~, and that by his~~/her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_