

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSS-SOUTHERN THEATRES LLC,		11/03/2016	Limited Liability Company: DELAWARE
MOVIE TAVERN, INC.		11/03/2016	Corporation: TEXAS
VSS-SOUTHERN HOLDINGS LLC		11/03/2016	Limited Liability Company: DELAWARE
ALEXANDRIA THEATRES, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA
AMBASSADOR THEATRE, LLC		11/03/2016	Limited Liability Company: LOUISIANA
BOARDWALK VENTURES, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA
CONROE THEATRES, LIMITED PARTNERSHIP		11/03/2016	Limited Partnership: TEXAS
D'IBERVILLE THEATRES, LLC		11/03/2016	Limited Liability Company: DELAWARE
EL PASO THEATRES, LLC		11/03/2016	Limited Liability Company: TEXAS
GRAND SLIDELL, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA
GREENSBORO THEATRES, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA
GTOC GENERAL PARTNER, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA
GTOC LIMITED PARTNER, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA
HATTIESBURG THEATRES, LLC		11/03/2016	Limited Liability Company: DELAWARE
KALISTE SALOOM LAND INVESTMENT, LLC		11/03/2016	Limited Liability Company: LOUISIANA
LOUISIANA THEATRES, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA
MOVIE TAVERN THEATRES, LLC		11/03/2016	Limited Liability Company: LOUISIANA
NEW IBERIA THEATRE, LLC		11/03/2016	Limited Liability Company: LOUISIANA
PANAMA CITY THEATRES, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA

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Name	Formerly	Execution Date	Entity Type
SOUTHERN STAR, L.L.C		11/03/2016	Limited Liability Company: LOUISIANA
THE GRAND THEATRE OPERATING COMPANY, L.P		11/03/2016	Limited Partnership: LOUISIANA
VSS-SOUTHERN GP LLC		11/03/2016	Limited Liability Company: DELAWARE
WINSTON-SALEM THEATRES, L.L.C.		11/03/2016	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	Obsidian Agency Services, Inc.
Street Address:	2951 28th Street, Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4355495	GRANDLUXE THEATRES
Serial Number:	85876603	GPX
Serial Number:	78539670	THE GRAND THEATRE
Registration Number:	3494494	MOVIE TAVERN
Registration Number:	3494495	MOVIE TAVERN MOVIES NEVER TASTED SO GOOD
Serial Number:	86013075	MOVIE TAVERN MT-X XTREME

CORRESPONDENCE DATA

Fax Number: 2022631253

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: 2028357500

Email: DCIP@milbank.com

Correspondent Name: Lisa Coward

Address Line 1: 1850 K Street NW, Suite 1100

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	LISA COWARD
SIGNATURE:	/LISA COWARD/
DATE SIGNED:	11/04/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of November 3, 2016 (this “**Agreement**”), among VSS-SOUTHERN THEATRES LLC, a Delaware limited liability company (“**Southern**”) and MOVIE TAVERN, INC., a Texas corporation (“**Tavern**” and together with Southern, are referred to hereinafter each individually as a “**Borrower**” and individually and collectively, jointly and severally, as the “**Borrowers**”), VSS-SOUTHERN HOLDINGS LLC, a Delaware limited liability company (“**Holdings**”) and the other Subsidiaries of Holdings and each other entity from time to time party hereto (together with the Borrowers and Holdings, each a “**Grantor**”, and collectively, the “**Grantors**”), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of November 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of November 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, Holdings, the lenders from time to time party thereto (the “**Lenders**”), the Collateral Agent and Cortland Capital Market Services LLC, as administrative agent.

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision

thereof, and all extensions or renewals thereof listed on Schedule I (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Grantors:

MOVIE TAVERN, INC.
VSS-SOUTHERN THEATRES LLC
VSS-SOUTHERN HOLDINGS LLC
ALEXANDRIA THEATRES, L.L.C.
AMBASSADOR THEATRE, LLC
BOARDWALK VENTURES, L.L.C.
CONROE THEATRES, LIMITED
PARTNERSHIP
D'IBERVILLE THEATRES, LLC
EL PASO THEATRES, LLC
GRAND SLIDELL, L.L.C.
GREENSBORO THEATRES, L.L.C.
GTOC GENERAL PARTNER, L.L.C.
GTOC LIMITED PARTNER, L.L.C.
HATTIESBURG THEATRES, LLC
KALISTE SALOOM LAND INVESTMENT, LLC
LOUISIANA THEATRES, L.L.C.
MOVIE TAVERN THEATRES, LLC
NEW IBERIA THEATRE, LLC
PANAMA CITY THEATRES, L.L.C.
SOUTHERN STAR, L.L.C.
THE GRAND THEATRE OPERATING
COMPANY, L.P.
VSS-SOUTHERN GP LLC
WINSTON-SALEM THEATRES, L.L.C.

By: 

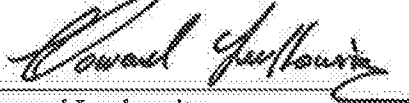
Name: *James Wood*

Title: *Chief Financial Officer*

[Signature Page to Trademark Security Agreement]

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC

By: 

Name: Howard Levkowitz

Title: President

[Signature Page to Trademark Security Agreement]

Schedule I

Trademark	Reg. No.	Date	Owner
Grandlux Theatre	SN 85-696242 RN 4,355,495	8/6/12 6/18/13	VSS-Southern Theatres LLC
GPX	SN 85-876603	3/14/13	VSS-Southern Theatres LLC
The Grand Theatre	SN 78-539670 RN 3,156,341	12/29/04 10/17/06	VSS-Southern Theatres LLC
Movie Tavern	SN 77-009607 RN 3,494,494	9/28/06 9/2/08	Movie Tavern, Inc.
Movie Tavern Movies Never Tasted So Good	SN 77-009612 RN 3,494,495	9/28/06 9/2/08	Movie Tavern, Inc.
Movie Tavern MT-X Xtreme	SN 86-013075	7/17/13	Movie Tavern, Inc.