

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Century Theatres, Inc.		05/08/2015	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4226548	CENTURY THEATRES NEXTGEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>	(650) 251-5187		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	JaeWon Lee, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	008330/0083		
<b>NAME OF SUBMITTER:</b>	JaeWon Lee		
<b>SIGNATURE:</b>	/j/		
<b>DATE SIGNED:</b>	12/12/2016		
<b>Total Attachments: 5</b>			
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 8, 2015 is made by CENTURY THEATRES, INC., a California corporation (the "Obligor"), in favor of BARCLAYS BANK PLC, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of December 18, 2012 (as amended, restated, amended and restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), among Cinemark USA, Inc., a Texas corporation (the "Borrower"), Cinemark Holdings, Inc., a Delaware corporation, the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October 5, 2006, in favor of Lehman Commercial Paper Inc. (the "Predecessor Agent") as predecessor agent to the Agent (together with all amendments, restatements, amendments and restatements, supplements and other modifications from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to that certain Second Amendment, dated as of January 29, 2010, between Agent, Predecessor Agent, the Obligor, the Borrower, the other Loan Parties party thereto and the lenders party thereto, Predecessor Agent assigned to the Agent and Agent assumed from Predecessor Agent the interest in and to Predecessor Agent's rights and obligations under the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, and lien on, all of Obligor's Intellectual Property, including the Trademarks listed on Schedule A hereto (but, for the avoidance of doubt, excluding in each case any Excluded Assets); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and lien on, all of the Obligor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Collateral") to the Agent for the benefit of the Agent and the Lenders.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

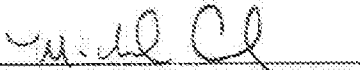
**SECTION 4. Acknowledgment.** The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 5. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTURY THEATRES, INC.

By:   
Name: Michael Cavalier  
Title: Executive Vice President - General Counsel; Secretary  
Date:

BARCLAYS BANK PLC, as Administrative Agent

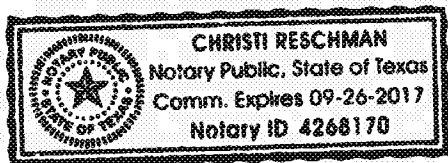
By:   
Name:  
Title: Craig Malloy  
Date: Director

[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF OBLIGOR

STATE OF )  
 ) ss  
COUNTY OF )

On the 19 day of July, 2016, before me personally came Michael Cavalier, who is personally known to me to be the EVP-General Counsel of CENTURY THEATRES, INC., a California corporation; who, being duly sworn, did depose and say that she/he is the EVP-General Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Christi Reschman  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**Schedule A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner (USPTO)</b>
CENTURY THEATRES NEXTGEN	4,226,548	85253571	Century Theatres, Inc.