

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinemark USA, Inc.		07/19/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86465765	XDX	
Serial Number:	86845775	CINEMARK CONNECTIONS	
Serial Number:	86913861	CO CINEMARK CONNECTIONS	
Serial Number:	86913871	CO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(650) 251-5187		
Email:	ksolomon@stblaw.com		
Correspondent Name:	JaeWon Lee, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	008330/0083		
NAME OF SUBMITTER:	JaeWon Lee		
SIGNATURE:	/j/		
DATE SIGNED:	12/12/2016		
Total Attachments: 5			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 19, 2016 is made by CINEMARK USA, INC., a Texas corporation (the "Borrower"), 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 Borrower, Cinemark Holdings, Inc., the Lenders and the Agent.

W I T N E S S E T H:

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 Borrower and certain of its subsidiaries 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 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 Borrower 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 Borrower'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 Borrower 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 Borrower 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 Borrower hereby pledges and grants a continuing security interest in, and lien on, all of the Borrower'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 Borrower 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 Borrower 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.

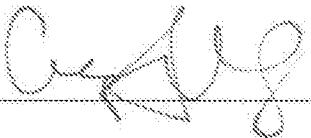
CINEMARK USA, INC.

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]

TRADEMARK
REEL: 005945 FRAME: 0795

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Reg. #	Appl. #	Owner (USPTO)
XDX	N/A	86465765	Cinemark USA, Inc.
CINEMARK CONNECTIONS	N/A	86845775	Cinemark USA, Inc.
CO CINEMARK CONNECTIONS	N/A	86913861	Cinemark USA, Inc.
CO	N/A	86913871	Cinemark USA, Inc.