

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Destination Cinema, Inc.		05/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZB, N.A.		
Doing Business As:	Zions First National Bank		
Street Address:	One South Main Street		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75180096	DESTINATION CINEMA	
Serial Number:	75180054	DESTINATION THEATER	
CORRESPONDENCE DATA			
Fax Number:	8017995700		
<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>			
Email:	klanderson@hollandhart.com		
Correspondent Name:	Braden J. Parker		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	17173.0121		
NAME OF SUBMITTER:	Braden J. Parker		
SIGNATURE:	/bjp/		
DATE SIGNED:	05/18/2017		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is made and entered into as of May 18, 2017 (the "Effective Date") by and between Destination Cinema, Inc., a Delaware corporation ("DCI") and ZB, N.A. dba Zions First National Bank ("Lender"), pursuant to that certain Amended and Restated Loan Agreement dated January 15, 2008 by and among DCI, Specialty Cinema, LLC, a Delaware limited liability company ("Parent"), Specialty Cinema Films, LLC, a Delaware limited liability company ("SCF" and, together with DCI and Parent, collectively, "Borrower"), and Lender, as amended by that certain (i) Loan Modification and Waiver dated May 12, 2009, (ii) Second Modification to Loan Agreement dated July 31, 2009, (iii) Third Modification to Loan Agreement dated May 4, 2011, (iv) Fourth Modification to Loan Agreement dated August 31, 2012, (v) Fifth Modification to Loan Agreement dated December 12, 2014, (vi) Sixth Modification to Loan Agreement dated May 13, 2016, and (iv) Waiver, Consent, Joinder and Seventh Modification to Loan Agreement dated as of the date hereof (as so amended and as the same may be further amended or modified from time to time, the "Loan Agreement"), and pursuant to a Second Amended and Restated Security Agreement dated as of the date hereof between Borrower and Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, DCI and Lender hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code as in effect from time to time in the State of Utah (the "UCC") which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

"Collateral" has the meaning set forth in Section 2.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

"USPTO" means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by DCI; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, DCI hereby grants to Lender a security interest in and to all of DCI's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which DCI now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use or amendment to allege use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), DCI hereby agrees that the assignment of a security interest of the trademark rights and the goodwill embodied within those applications shall vest to Lender upon DCI's filing, and the acceptance of, a verified statement of use or amendment to allege use with the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by DCI connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the definition of Collateral, nor any security interest granted hereunder, extend to any Excluded Collateral as set forth in the Security Agreement.

(b) Continuing Security Interest. DCI agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Security Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in

the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Further Acts. On a continuing basis, DCI shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure DCI's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the USPTO, at the expense of DCI. In addition, DCI authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If DCI shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, DCI shall promptly notify Lender in a writing signed by DCI of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Lender.

5. Authorization to Supplement. If DCI shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. In accordance with the provisions of the Security Agreement, DCI shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting DCI's obligations under this Section, DCI authorizes Lender unilaterally to modify this Agreement by amending Schedule A to include any such new United States trademark applications and registrations identified by DCI as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by DCI, Lender and their respective successors and assigns. DCI may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

8. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement

or modify, amend or supplement the Schedules hereto as provided in Section 5 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Security Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Termination. Upon payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and Lender (at DCI's expense) shall promptly execute and deliver to DCI such documents, releases and instruments reasonably requested by DCI as shall be necessary to evidence termination of all such security interests given by DCI to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the USPTO.

11. No Inconsistent Requirements. DCI acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and DCI agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.


13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Borrower

Destination Cinema, Inc.

By: 
Name: Paul Nielsen
Title: Chief Financial Officer

Lender

ZB, N.A. dba Zions First National Bank

By: 
Name: Jason Shurtleff
Title: Vice President

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Debtor: Destination Cinema, Inc., a Delaware corporation

Lender: ZB, N.A. dba Zions First National Bank

Trademarks and Applications:

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Status
DESTINATION CINEMA	USA	75/180,096/ 10/11/1996	2091370/08-26-1997	Active
DESTINATION THEATER	USA	75/180,054/ 10/11/1996	2091369 / 08-26-1997	Active