

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Movie Tavern, Inc.		02/01/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	The Marcus Corporation		
Street Address:	100 E. Wisconsin Avenue, Suite 1900		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77009607	MOVIE TAVERN	
Serial Number:	77009612	MOVIE TAVERN MOVIES NEVER TASTED SO GOOD	
Serial Number:	86013075	MOVIE TAVERN MT-X XTREME	
Serial Number:	87945036	MT MOVIE TAVERN EST. 2001	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4149051390		
Email:	joshuacannon@marcuscorp.com		
Correspondent Name:	Joshua L. Cannon		
Address Line 1:	100 E. Wisconsin Avenue, Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Thomas F. Kissinger		
SIGNATURE:	/s/ Thomas F. Kissinger		
DATE SIGNED:	02/07/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Trademark Assignment”) dated as of February 1, 2019, is made and entered into by and among MOVIE TAVERN, INC., a Texas corporation (“Assignor”), in favor of THE MARCUS CORPORATION, a Wisconsin corporation (“Assignee”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of November 1, 2018, as amended (the “Purchase Agreement”), by and between Assignor, Assignee, Movie Tavern Theatres, LLC, a Louisiana limited liability company, VSS-Southern Theatres LLC, a Delaware limited liability company, MMT Texny, LLC, a Texas limited liability company, MMT Lapagava, LLC, a Wisconsin limited liability company and TGS Beverage Company, LLC, a Louisiana limited liability company, Assignor has agreed to assign, transfer, deliver and convey to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest of every kind and nature in and to the trademarks listed on Schedule A hereto (including all associated goodwill represented by such trademarks) (collectively, the “Trademarks”).

WHEREAS, the parties hereto desire to effect the consummation of the assignment, transfer, delivery and conveyance to the Assignee of the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto hereby covenant and agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, grants, conveys and sets over to Assignee all right, title and interests in and to its Trademarks, including all common law rights, together with the goodwill associated with the use of the Trademarks, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Registration Authorization; Further Cooperation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and register any and all trademarks granted thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal

representatives. Each party shall execute and deliver such documents and take such other actions as the other party reasonably requests to fully consummate the transactions contemplated by this Trademark Assignment.

3. The Purchase Agreement. This Trademark Assignment is subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants, or warranties of the Parties contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Entire Agreement; Assignment. This Trademark Assignment (including the exhibits and schedules attached hereto), the Purchase Agreement and the Ancillary Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof. Neither this Trademark Assignment nor any of the rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred by Assignee, on the one hand, or Assignor, on the other hand (whether by operation of Law or otherwise), without the prior written consent of Assignor or Assignee, respectively. Any attempted assignment of this Trademark Assignment not in accordance with the terms of this Section 4 shall be null and void.

5. Governing Law. This Trademark Assignment, the rights of the parties hereunder and any Action in any way arising out of or relating to this Trademark Assignment, the negotiation, execution or performance of this Trademark Assignment or the transactions contemplated by this Trademark Assignment (whether at law or in equity, and whether sounding in contract or in tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

6. Parties in Interest. This Trademark Assignment shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns and nothing in this Trademark Assignment, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.

7. Amendment. Subject to applicable Law, this Trademark Assignment may be amended or modified only by written agreement executed and delivered by duly authorized officers of Buyer, on the one hand, and Parent, on the other hand. This Trademark Assignment may not be modified or amended except as provided in the immediately preceding sentence and any purported amendment by any party or parties hereto effected in a manner which does not comply with this Section 7 shall be null and void.

8. Counterparts; Facsimile Signatures. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page

to this Trademark Assignment by facsimile, E-mail or scanned pages shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be duly executed on its behalf as of the day and year first above written.

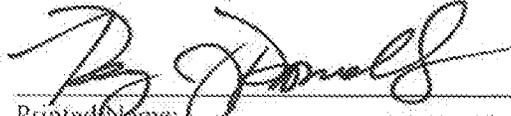
MOVIE TAVERN, INC.

By: _____
Name: James W. Wood
Title: Chief Financial Officer

STATE OF Louisiana
~~PARISH~~
COUNTY OF Orleans

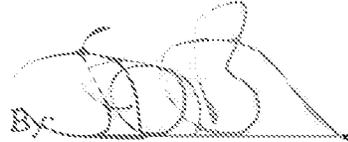
On this, the 15th day of January, 2019, before me, a Notary Public, the undersigned officer, personally appeared James Wood, who acknowledged himself to be the CFO of Movie Tavern, Inc., a Texas corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company, as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Printed Name: _____
Notary Public JAMES DONNELLY County, _____
Acting In: NOTARY PUBLIC County, _____
My Commission Expires in Louisiana
My Commission is issued For Life
La. Bar Roll No. 33484
Notary ID No. 132313

{Trademark Assignment and Assumption Agreement}

THE MARCUS CORPORATION


By: _____

Name: Steven S. Bartelt
Title: Assistant Secretary

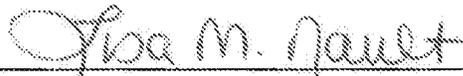
STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this, the 29th day of January, 2019, before me, a Notary Public, the undersigned officer, personally appeared Steven S. Bartelt, who acknowledged himself to be the Assistant Secretary of The Marcus Corporation, a Wisconsin corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company, as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official sale.




Printed Name: Lisa M. Nault
Notary Public, Milwaukee County, WI
Acting In: Milwaukee County, WI
My Commission Expires: 11-10-19

**SCHEDULE A
Trademarks**

<i>Trademark</i>	<i>Reg. No.</i>	<i>Date</i>	<i>Owner</i>	<i>Filing Status</i>
Movie Tavern SN	SN 77-009607 RN 3,494,494	9/28/06 9/2/08	Movie Tavern, Inc.	Filed
Movie Tavern Movies Never Tasted So Good	SN 77-009612 RN 3,494,495	9/28/06 9/2/08	Movie Tavern, Inc.	Filed
Movie Tavern MT-X Xtreme	SN 86-013075	7/17/13	Movie Tavern, Inc.	Filed
MT MOVIE TAVERN EST. 2001	87-945036	6/1/2018	Movie Tavern, Inc.	Application pending