

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		09/27/2019	Société Anonyme (Sa): FRANCE
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC		
Street Address:	333 S. Grand Avenue, 28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4363985	VIP CINEMA SEATING	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	2128065763		
Email:	tm@stroock.com		
Correspondent Name:	Jeffrey Mann		
Address Line 1:	180 Maiden Lane, 38th floor		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	006265/0006		
NAME OF SUBMITTER:	Jeffrey Mann		
SIGNATURE:	/jeffrey mann/		
DATE SIGNED:	10/02/2019		
Total Attachments: 5			
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Assignment and Assumption of Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”) effective as of September 27, 2019 (“Effective Date”) is made by BNP Paribas, a Société anonyme organized in France, having an address of 787 Seventh Avenue, New York, NY 10019 as resigning Collateral Agent, as assignor (“Assignor”) and Oaktree Fund Administration, LLC, a Delaware limited liability company having an address of 333 S. Grand Avenue, 28th Floor, Los Angeles, CA 90071 as successor Collateral Agent, as assignee (“Assignee”);

WHEREAS, VIP Cinema, LLC, a Mississippi limited liability company having an address of 101 Industrial Drive, New Albany, Union County, Mississippi 38652 (“Grantor”) and Assignor entered into that certain Grant of Security Interest in Trademarks dated March 1, 2017 (“Trademark Security Agreement”) pursuant to that certain Second Lien Security Agreement between VIP Cinema Holdings, Inc. (“Borrower”), HIG Cinema Intermediate Holdings, Inc. (“Holdings”), Assignor and the other parties party thereto from time to time dated March 1, 2017, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”) and that certain Second Lien Credit Agreement dated March 1, 2017 between Holdings, Borrower, Merger sub and the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, BNP Paribas, as Administrative Agent and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) pursuant to which Assignor received from Grantor a security interest in certain intellectual property, including, but not limited to, the trademark registrations set forth on Exhibit A, including such other trademark rights set forth in the Trademark Security Agreement (“Trademark Collateral”) which Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 6002 Frame 0283; and

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement dated as of the date hereof by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties (“Instrument”), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.

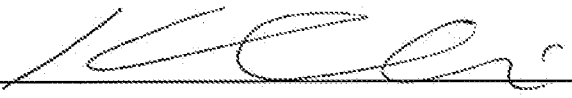
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BNP PARIBAS, as Assignor

By: 
Name: Yung Wu
Title: Vice President

By: 
Name: Kwang Kyun Choi
Title: Vice President

Accepted:

OAKTREE FUND ADMINISTRATION, LLC

By: Oaktree Capital Management, L.P.

Its: Managing Member

By: 

Name: Milwood Hobbs, Jr.

Title: Managing Director

By: 

Name: Mary Gallegly

Title: Senior Vice President

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

Exhibit A

Trademark Collateral

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
United States	VIP CINEMA SEATING	85/763,440	10/25/2012	4363985	07/09/2013
Spain	VIP CINEMA SEATING	N/A	N/A	3051411	02/28/2013