OP \$40.00 6030257

ETAS ID: TM573751

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Multi-Cinema, Inc.		04/24/2020	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	6030257	AMC ARTISAN FILMS	

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/27/2020

Total Attachments: 6

source=AMC- Trademark Security Agreement (2020 Credit) (Compiled)#page1.tif source=AMC- Trademark Security Agreement (2020 Credit) (Compiled)#page2.tif source=AMC- Trademark Security Agreement (2020 Credit) (Compiled)#page3.tif source=AMC- Trademark Security Agreement (2020 Credit) (Compiled)#page4.tif source=AMC- Trademark Security Agreement (2020 Credit) (Compiled)#page5.tif

TRADEMARK REEL: 006924 FRAME: 0096

900546663

source=AMC- Trademark Security Agreement (2020 Credit) (Compiled)#page6.tif

TRADEMARK REEL: 006924 FRAME: 0097 TRADEMARK SECURITY AGREEMENT dated as of April 24, 2020 (this "Agreement"), among American Multi-Cinema, Inc. (the "Grantor") and CITICORP NORTH AMERICA, INC., as Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of April 30, 2013, among the Company (as amended by that certain First Amendment to Credit Agreement dated as of December 11, 2015, that certain Second Amendment to Credit Agreement dated as of November 8, 2016, that certain Third Amendment to Credit Agreement dated as of May 9, 2017, that certain Fourth Amendment to Credit Agreement dated as of June 13, 2017, that certain Fifth Amendment to Credit Agreement, dated as of August 14, 2018, that certain Sixth Amendment to Credit Agreement, dated as of April 22, 2019 and that certain Seventh Amendment to Credit Agreement, dated as of April 23, 2020, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMC Entertainment Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Citicorp North America, Inc., as Administrative Agent and Collateral Agent, and Citibank, N.A., as Issuing Bank, and (b) the Amended and Restated Pledge and Security Agreement dated as of April 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Pledge and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of all Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of the Grantor's right, title and interest in, to and under the registrations and applications thereof listed on Schedule I (the "<u>Trademark Collateral</u>").

SECTION 3. Pledge and Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

TRADEMARK
REEL: 006924 FRAME: 0098

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

American Multi-Cinema, Inc., as Grantor

By:

Name: Kevin M. Connor

Title: Senior Vice President, General Counsel and

Secretary

CITICORP NORTH AMERICA, INC., as Collateral Agent

By: Name: Manua S. S. A. B. Title: Vice Press & Manua S. S. A. B. Director

Schedule I

MARK NAME	CTRY	APPL NO	REG NO	CLASS		CURRENT OWNER
AMC ARTISAN FILMS	US	88248008	6030257	41	Registered	American Multi- Cinema, Inc.

RECORDED: 04/27/2020

TRADEMARK REEL: 006924 FRAME: 0102