

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Amusements, Inc.		06/22/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street, Suite 2020		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	88901794	SHOWCASE NOW	
Serial Number:	88786272	SHOWCASE DISCOVER	
Serial Number:	88530839	SHOWCASE ARENA	
Serial Number:	88527729	SHOWCASE CONCERT EVENTS	
Registration Number:	5990257	SHOWCASE SUPERLUX SOUNDS	
Registration Number:	5813715	SHOWCASE POPCORN CLUB	
Registration Number:	5813716	SHOWCASE POPCORN CLUB	
Registration Number:	5813701	SHOWCASE CINEMAS	
Registration Number:	5813697	SHOWCASE STARPASS	
Registration Number:	5768487	SHOWCASE FOR GOOD	
Registration Number:	5745455	SHOWCASE SUBSCRIBE	
Registration Number:	5744676	PRETZEL DEPOT	
Registration Number:	5030499	SHOWCASE XLR	
Registration Number:	4569605	LUXLITE	
Registration Number:	4565348	XPLUS	
Registration Number:	4565350	SHOWCASE XPLUS	
Registration Number:	4445124	SHOWCASE SUPERLUX	
Registration Number:	4357667	CINEMA DE LUX	
Registration Number:	3594748	STUDIO 3	

OP \$815.00 88901794

Property Type	Number	Word Mark
Registration Number:	3481962	LUX LEVEL
Registration Number:	3522085	SHOWCASE LIVE
Registration Number:	3391133	1-2-3 GO BOX
Registration Number:	2946551	SHOWCASE CINEMA DE LUX
Registration Number:	2931330	BABY PICTURES
Registration Number:	2841236	CHATTERS
Registration Number:	2768952	ISLAND 16 CINEMA DE LUX
Registration Number:	2582945	BOOK WORM
Registration Number:	2417259	
Registration Number:	2417260	BOOK WORM WEDNESDAYS
Registration Number:	2417261	BOOKWORM WEDNESDAYS
Registration Number:	1304210	MULTIPLEX CINEMAS
Registration Number:	813680	SHOWCASE CINEMA

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1234002
NAME OF SUBMITTER:	Rachael Hall
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	06/24/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”) is executed as of June 22, 2020 by National Amusements, Inc., a Maryland corporation (the “Grantor”), in favor of Wells Fargo Bank, National Association, as Collateral Agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”) for the parties defined as “Secured Creditors” under the Collateral Agreement dated as of March 26, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among National Amusements, Inc. (the “Company”), certain subsidiaries of the Company as grantors from time to time party thereto and the Collateral Agent.

WHEREAS, the Grantor has agreed to grant a security interest in the Trademark Collateral (as defined below) as security for the Secured Obligations; and

WHEREAS, the Grantors is party to the Collateral Agreement and is concurrently entering into this Trademark Security Agreement for purposes of evidencing the grant of security in the Trademark Collateral in favor of the Collateral Agent for the benefit of the Secured Creditors in a form suitable for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms shall have the meaning assigned to them in the Collateral Agreement.
2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment in full when due (whether at stated maturity, acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of such Grantor’s Trademarks, whether now owned by such Grantor or hereafter acquired, and whether now existing or hereafter coming into existence, including those Trademarks constituting Registered Intellectual Property referred to on Schedule I hereto, the goodwill connected with the use of and symbolized by the foregoing and the Proceeds thereof (collectively, the “Trademark Collateral”); *provided* that the Trademarks included in the Trademark Collateral do not and shall not include any Excluded Assets.
3. After-Acquired Trademarks. Should the Grantor obtain an ownership interest in, acquire or apply for registration of any Trademark which is not now a part of the Trademark Collateral,
 - (a) the provisions of Section 2 hereof will automatically apply thereto, and
 - (b) the Grantor’s right, title and interest in, to and under such Trademark (together with the goodwill of the business connected with the use of and

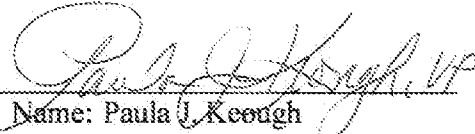
symbolized by the same) will automatically become part of the Trademark Collateral.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement. The terms and provisions of the Collateral Agreement are deemed incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to irreconcilably conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.
5. Governing Law; Jurisdiction; Etc. and Waiver of Jury Trial. Sections 32, 33 and 34 of the Collateral Agreement are deemed incorporated herein, *mutatis mutandis*, as if fully set forth herein.
6. Counterparts. This Trademark Security Agreement may be executed originally and delivered by facsimile or other means of electronic transmission and in any number of counterparts, all of which, taken together shall constitute one and the same instrument and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

NATIONAL AMUSEMENTS, INC.

By: 
Name: Paula J. Keough
Title: Vice President

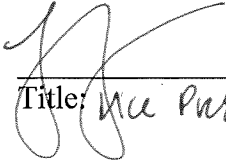
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006977 FRAME: 0969

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent







By:


Title: *Vice President*



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



Registered Intellectual Property:

<u>Grantor</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Application/Registration Date</u>
National Amusements, Inc.	SHOWCASE NOW	88901794	5-May-20
National Amusements, Inc.	SHOWCASE DISCOVER	88786272	5-Feb-20
National Amusements, Inc.	SHOWCASE ARENA	88530839	23-Jul-19
National Amusements, Inc.	SHOWCASE CONCERT EVENTS	88527729	22-Jul-19
National Amusements, Inc.	SHOWCASE SUPERLUX SOUNDS	88550810/ 5990257	30-Jul-19/ February 18, 2020

National Amusements, Inc.	 SHOWCASE POPCORN CLUB	88310853/ 5813715	21-Feb-19/ July 23, 2019
National Amusements, Inc.	 SHOWCASE POPCORN CLUB	88310883/ 5813716	21-Feb-19/ July 23, 2019
National Amusements, Inc.	 SHOWCASE CINEMAS	88271433/ 5813701	22-Jan-19/ July 23, 2019
National Amusements, Inc.	 SHOWCASE STARPASS	88264356/ 5813697	16-Jan-19/July 23, 2019
National Amusements, Inc.	 SHOWCASE FOR GOOD	88162127/5768487	19-Oct-18/June 4, 2019
National Amusements, Inc.		88138809/ 5745455	1-Oct-18/May 7, 2019

	SHOWCASE SUBSCRIBE		
National Amusements, Inc.	PRETZEL DEPOT	88107136/5744676	6-Sep-18/May 7, 2019
National Amusements, Inc.	SHOWCASE XLR	86838177/5030499	3-Dec-15/August 30, 2016
National Amusements, Inc.	LUXLITE	85945390/4569605	29-May-13/July 15, 2014
National Amusements, Inc.	XPLUS	85931717/4565348	14-May-13/July 8, 2014
National Amusements, Inc.	SHOWCASE XPLUS	85931755/4565350	14-May-13/July 8, 2014
National Amusements, Inc.	SHOWCASE SUPERLUX	85832359/4445124	25-Jan-13/December 3, 2013
National Amusements, Inc.		85759943/4357667	22-Oct-12/June 25, 2013

	CINEMA DE LUX		
National Amusements, Inc.	STUDIO 3 STUDIO 3	77549618/3594748	18-Aug-08/March 24, 2009
National Amusements, Inc.	LUX LEVEL LUX LEVEL	77296444/3481962	4-Oct-07/August 5, 2008
National Amusements, Inc.	SHOWCASE LIVE SHOWCASE LIVE	77290640/3522085	27-Sep-07/October 21, 2008
National Amusements, Inc.	1-2-3 GO BOX 1-2-3 GO BOX	77167898/3391133	27-Apr-07/March 4, 2008
National Amusements, Inc.	SHOWCASE CINEMA DE LUX	76524046/2946551	20-Jun-03/May 3, 2005
National Amusements, Inc.	BABY PICTURES	76490976/2931330	13-Feb-03/March 8, 2005
National Amusements, Inc.	CHATTERS	76451091/2841236	13-Sep-02/May 11, 2004
National Amusements, Inc.	ISLAND 16 CINEMA DE LUX	76429774/2768952	9-Jul-02/September 30, 2003
National Amusements, Inc.	 BOOK WORM	75803952/2582945	21-Sep-99/June 18, 2002
National Amusements, Inc.		75798791/2417259	10-Sep-99/January 2, 2001

	Design Only		
National Amusements, Inc.	 BOOK WORM WEDNESDAYS	75798792/2417260	10-Sep-99/January 2, 2001
National Amusements, Inc.	BOOKWORM WEDNESDAYS	75798793/2417261	10-Sep-99/January 2, 2001
National Amusements, Inc.	 MULTIPLEX CINEMAS	73460378/1304210	10-Jan-84/November 6, 1984
National Amusements, Inc.	SHOWCASE CINEMA	72205956/813680	10-Nov-64/August 23, 1966