

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSS-SOUTHERN THEATRES LLC		12/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WEBSTER BANK, NATIONAL ASSOCIATION		
Street Address:	436 Slater Road		
City:	New Britain		
State/Country:	CONNECTICUT		
Postal Code:	06053		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4671365	SHARE THE LOVE	
Registration Number:	4467868	GPX	
Registration Number:	3156341	THE GRAND THEATRE	
Registration Number:	3782446	REEL REWARDS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	06726.515100		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	12/22/2020		

OP \$115.00 4671365

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2020 (this "*Agreement*"), among VSS-SOUTHERN THEATRES LLC, a Delaware limited liability company (the "*Borrower*"), and each other entity from time to time party hereto (together with the Borrower, each, a "*Grantor*" and collectively, the "*Grantors*"), and WEBSTER BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "*Administrative Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors and the Administrative Agent and (b) the Term Loan Agreement, dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*"), among the Borrower, Holdings, the other Loan Parties from time to time party thereto, each lender from time to time party thereto (the "*Lenders*") and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof listed on Schedule I (the "*Trademarks*"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of

any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws 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.

Grantor:

VSS-SOUTHERN THEATRES LLC

By: _____

Name: James Wood

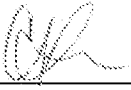
Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007193 FRAME: 0789

Administrative Agent:

WEBSTER BANK, NATIONAL ASSOCIATION,
as Administrative Agent


By:  _____

Name: Carol Pirek

Title: SVP

Schedule I

I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
VSS-Southern Theatres LLC	SHARE THE LOVE	01/13/2015	4671365
VSS-Southern Theatres LLC	GPX	01/14/2014	4467868
VSS-Southern Theatres LLC		10/17/2006	3156341
VSS-Southern Theatres LLC	REEL REWARDS	04/27/2010	3782446

II. Trademark Applications

None.