

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALAMO DRAFTHOUSE CINEMAS, LLC		02/17/2021	Limited Liability Company: DELAWARE
MONDO TEES, LLC		02/17/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FORTRESS CREDIT CORP.		
<b>Street Address:</b>	1345 AVENUE OF THE AMERICAS		
<b>Internal Address:</b>	46TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4279913	A	
<b>Registration Number:</b>	2852845	ALAMO DRAFTHOUSE	
<b>Registration Number:</b>	4283047	ALAMO DRAFTHOUSE	
<b>Registration Number:</b>	4283046	ALAMO DRAFTHOUSE	
<b>Registration Number:</b>	4199310	ALAMO DRAFTHOUSE CINEMA	
<b>Registration Number:</b>	4283048	ALAMO DRAFTHOUSE CINEMA	
<b>Registration Number:</b>	4274175	BADASS DIGEST	
<b>Registration Number:</b>	5215261	BAR O' FUN	
<b>Registration Number:</b>	4698986	BIRTH. MOVIES. DEATH.	
<b>Registration Number:</b>	4668059	GLASS HALF FULL	
<b>Registration Number:</b>	4279578	HECKLEVISION	
<b>Registration Number:</b>	5105698	HOUSE OF WAX BAR	
<b>Registration Number:</b>	3476310	QUOTE-ALONG	
<b>Registration Number:</b>	6037586	THE BIG SHOW AT THE ALAMO DRAFTHOUSE	
<b>Serial Number:</b>	87676264	THE BIG SHOW EXPERIENCE AT THE ALAMO DRA	
<b>Registration Number:</b>	4684752	VICTORY	

CH \$690.00 4279913

Property Type	Number	Word Mark
Registration Number:	2871867	WEIRD WEDNESDAYS
Registration Number:	3818137	FANTASTIC FEST
Registration Number:	2871866	ROLLING ROADSHOW
Registration Number:	3810562	THE HIGHBALL
Registration Number:	4390351	MONDO
Registration Number:	5867216	DRAFTHOUSE RECOMMENDS
Serial Number:	88186411	FLYING GUILLOTINE
Serial Number:	88607033	THE PRESS ROOM
Registration Number:	5841231	TRIVIADOME
Serial Number:	88612986	VIDEO VORTEX
Registration Number:	5756300	M

#### CORRESPONDENCE DATA

Fax Number: 3105572193

*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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	00885.014
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	02/18/2021

#### Total Attachments: 13

source=Alamo - Intellectual Property Security Agreement (Executed)#page1.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page2.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page3.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page4.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page5.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page6.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page7.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page8.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page9.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page10.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page11.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page12.tif  
source=Alamo - Intellectual Property Security Agreement (Executed)#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”), dated as of February 17, 2021, is made by and among Alamo Drafthouse Cinemas, LLC, a Delaware limited liability company, Mondo Tees, LLC, a Texas limited liability company (the “Grantors”) and its affiliates and subsidiaries, in favor of Fortress Credit Corp., as administrative agent and collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) acting pursuant to this Agreement for the benefit of the Loan Parties (as defined in the Credit Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Credit Agreement (as defined herein).

**WHEREAS**, the Grantors, Administrative Agent, and Loan Parties entered into that certain Credit Agreement dated as of June 13, 2018 (as amended, modified, extended, restated, replaced, or supplemented from time to time prior to the date hereof, the “Credit Agreement”) pursuant to which the Loan Parties agreed to make Loans for the benefit of the Grantors;

**WHEREAS**, in connection with the Credit Agreement, the Grantors executed a Security Agreement, dated on or around the date of the Credit Agreement, granting a security interest in favor of the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, in the trademarks listed on Schedule A attached hereto (the “Original Security Agreement”); and

**WHEREAS**, Section 10(d) of the Credit Agreement requires that the Grantors deliver to the Administrative Agent executed copies of Intellectual Property Security Agreements with respect to those Trademarks owned by the Loan Parties as of the Fourth Amendment Effective Date for which Intellectual Property Security Agreements have not previously been delivered and filed with the United States Patent and Trademark Office.

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, as of the date hereof, as follows:

Section 1. Grant of Security. Grantors hereby grants to the Secured Party a security interest in all of Grantors’ right, title and interest in and to the following: all trademarks, service marks, design marks, designs, slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL’s), websites, Internet domain names and other Internet addresses or identifiers and social media handles associated therewith, corporate names, brand names, product names, assumed names, fictitious names, d/b/a’s, business names and trade names, and any and all other forms of trade identity and other indicia of origin, now existing or hereafter adopted or acquired, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including without limitation, the trademark and service registrations and applications set forth in Schedule B attached hereto (the “Current Trademarks”), that are owned by or assigned to Grantors, all registrations and applications for the foregoing, and renewals thereof and amendments thereto, and all tangible embodiments of the foregoing, together with, in each case, the goodwill related to the foregoing and symbolized thereby and any and all (a) rights and privileges arising under the applicable law and international treaties and

conventions with respect to Grantors' use of any trademarks, (b) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (c) rights corresponding thereto throughout the world and (d) claims for, and rights to sue for, past, present and future infringements, dilution or other violation thereof, or any injury to the related goodwill (collectively, the "Collateral").

Section 2. Excluded Collateral. Notwithstanding anything herein to the contrary, in no event shall the security interest and lien granted under Section 1 attach to, nor shall the Collateral include, any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Recordation. Grantors authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 4. Termination. The Secured Party shall, in connection with any termination or release herein or under any Loan Document execute and deliver to the Grantors, upon request, an instrument in writing releasing the security interest in the Collateral granted pursuant to this Agreement. Additionally, the Secured Party shall reasonably cooperate with any efforts made by the Grantors to make record of or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Collateral.

Section 5. Counterparts. This Agreement may be executed in counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first written above

**GRANTORS:**

Alamo Draffhouse Cinemas, LLC

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Matthew Vanderde*  
*CEO*

Mondo Tees, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: CEO, Alamo Draffhouse Cinemas, LLC, in its capacity as the sole Member of Mondo Tees, LLC

**ADMINISTRATIVE AGENT:**

Fortress Credit Corp.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Error!

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 007195 FRAME: 0793**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first written above

**GRANTORS:**

Alamo Drafthouse Cinemas, LLC

By: \_\_\_\_\_

Name:

Title:

Mondo Tees, LLC

By: 

Name: Shelli TAYLOR

Title: CEO, Alamo Drafthouse Cinemas, LLC, in its capacity as the sole Member of Mondo Tees, LLC

**ADMINISTRATIVE AGENT:**

Fortress Credit Corp.

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first written above

**GRANTORS:**

Alamo Drafthouse Cinemas, LLC

By: \_\_\_\_\_

Name:

Title:

Mondo Tees, LLC

By: \_\_\_\_\_

Name:

Title: CEO, Alamo Drafthouse Cinemas, LLC, in its capacity as the sole Member of Mondo Tees, LLC

**ADMINISTRATIVE AGENT:**

Fortress Credit Corp.

By: \_\_\_\_\_

Name: Avraham Dreyfuss

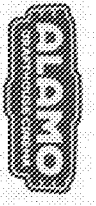
Title: Chief Financial Officer

**SCHEDULE A**

Trademarks from the Original Security Agreement

**U.S. Trademark Registrations and Applications owned by Alamo Drafthouse Cinemas LLC**

<b>Mark / Serial No. / Reg. No.</b>	<b>Status</b>	<b>Class</b>	<b>Serial Number</b>	<b>Registration Number</b>
<b>A and Design</b>	Renewed March 26, 2019	09, 21, 25, 33, 41, 43	85665812	4279913
<b>ALAMO DRAFTHOUSE</b>	Registered June 15, 2004	41	76488946	2852845
<b>ALAMO DRAFTHOUSE</b>	Renewed February 25, 2019	43	85665759	4283047
<b>ALAMO DRAFTHOUSE</b>	Renewed March 26, 2019	09, 16, 25, 33, 41	85665739	4283046
<b>ALAMO DRAFTHOUSE CINEMA and Design</b>	Renewed July 27, 2018	41, 43	85217385	4199310
<b>ALAMO DRAFTHOUSE CINEMA and Design</b>	Renewed March 25, 2019	09, 16, 21, 25, 41	85665775	4283048



**TRADEMARK**

**REEL: 007195 FRAME: 0796**



Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
<b>ALAMO DRAFTHOUSE</b>	Renewed June 15, 2014	41	76488946	2852845
<b>BADASS DIGEST</b>	Registered January 15, 2013	41, 43	85443847	4274175
<b>BAR O' FUN</b>	Registered May 30, 2017	43	87059766	5215261
<b>BIRTH. MOVIES. DEATH.</b>	Registered March 10, 2015	09, 41	86329811	4698986
<b>GLASS HALF FULL</b>	Registered January 6, 2015	43	85784855	4668059
<b>HECKLEVISION</b>	Registered January 22, 2013	41	85648800	4279578

**TRADEMARK**

**REEL: 007195 FRAME: 0797**

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
HOUSE OF WAX BAR	Registered January 22, 2013	41	86560177	5105698
QUOTE-ALONG	Registered July 29, 2008	41	77359436	3476310
THE BIG SHOW AT THE ALAMO DRAFTHOUSE	Filed November 8, 2017	41	87677030	6037586
THE BIG SHOW EXPERIENCE AT THE ALAMO DRAFTHOUSE	Filed November 8, 2017	N/A	87676264	
VICTORY	Registered February 10, 2015	35	86329823	4684752
WEIRD WEDNESDAYS	Renewed August 10, 2014	41	78302300	2871867

TRADEMARK

REEL: 007195 FRAME: 0798

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
FANTASTIC FEST	Renewed January 14, 2016	41	77886330	3818137
ROLLING ROADSHOW	Renewed August 10, 2014	41	78302296	2871866
THE HIGHBALL	Renewed November 25, 2016	41, 43	77868933	3810562

**U.S. Trademark Registrations and Applications Owned by Mondo Tees, LLC**

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
MONDO	Registered August 27, 2013	09, 16, 25, 35	85468910	4390351

**TRADEMARK**

**REEL: 007195 FRAME: 0799**

**SCHEDULE B**

Current Trademarks

**U.S. Trademark Registrations and Applications owned by Alamo Drafthouse Cinemas LLC**

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
A and Design	Renewed March 26, 2019	09, 21, 25, 33, 41, 43	85665812	4279913
ALAMO DRAFTHOUSE	Renewed February 25, 2019	43	85665759	4283047
ALAMO DRAFTHOUSE	Renewed March 26, 2019	09, 16, 25, 33, 41	85665739	4283046
ALAMO DRAFTHOUSE CINEMA and Design	Renewed July 27, 2018	41, 43	85217385	4199310
ALAMO DRAFTHOUSE CINEMA and Design	Renewed March 25, 2019	09, 16, 21, 25, 41	85665775	4283048
				
ALAMO DRAFTHOUSE	Renewed June 15, 2014	41	76488946	2852845

TRADEMARK

REEL: 007195 FRAME: 0800

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
<b>BAR O' FUN</b>	Registered May 30, 2017	43	87059766	5215261
<b>DRAFTHOUSE RECOMMENDS</b>	Registered September 24, 2019	41	88328333	5867216
<b>FANTASTIC FEST</b>	Renewed September 3, 2019	41	77886330	3818137
<b>FLYING GUILLOTINE</b>	Published May 5, 2020	43	88186411	N/A
<b>GLASS HALF FULL</b>	Renewed March 25, 2020	43	85784855	4668059
<b>HOUSE OF WAX BAR</b>	Registered December 20, 2016	43	86560177	5105698
<b>QUOTE-ALONG</b>	Registered August 1, 2018	41	77359436	3476310
<b>ROLLING ROADSHOW</b>	Renewed August 10, 2014	41	78302296	2871866
<b>THE BIG SHOW AT THE ALAMO DRAFTHOUSE</b>	Registered April 21, 2020	41	87677030	6037586



**TRADEMARK**

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
<b>THE HIGHBALL</b>	Renewed March 26, 2020	41, 43	77868933	3810562
<b>THE PRESS ROOM</b>	Pending – Non-Final Refusal Mailed December 17, 2019	40, 41, 43	88607033	A Response to Final Office Action was filed on December 31, 2020 for this application and it is awaiting review by the assigned Examining Attorney.
<b>TRIVIADOME</b>	Registered August 20, 2019	41	88194008	5841231
<b>VICTORY</b>	Registered February 10, 2015	35	86329823	4684752
<b>VIDEO VORTEX</b>	Pending – Non-Final Refusal Mailed December 11, 2019	35, 41, 43	88612986	A Response to Final Office Action was filed on January 8, 2021 for this application and it is awaiting review by the assigned Examining Attorney.
<b>WEIRD WEDNESDAYS</b>	Renewed August 10, 2014	41	78302300	2871867

**Canadian Registrations and Applications Owned by Alamo Drafthouse Cinemas, LLC**

Mark / Serial No. / Reg. No.	Status	Class	Registration Number	Serial Number
<b>ALAMO DRAFTHOUSE</b>	Registered June 20, 2019	9, 16, 25, 33, 41, 43	TMA1029525	1727649

**TRADE MARK**


<b>ALAMO DRAFTHOUSE CINEMA and Design</b> 	Registered February 28, 2012	41, 43	TMA818619	1427196
<b>ALAMO DRAFTHOUSE CINEMA and Design</b> 	Registered July 11, 2017	41, 43	TMA975415	1535119

**TRADEMARK**

**Macau Registrations and Applications Owned by Alamo Drafthouse Cinemas, LLC**

Mark / Serial No. / Reg. No.	Status	Class	Registration Number	Serial Number
ALA	Registered September 11, 2017	41	N/119988	N/119988

**U.S. Trademark Registrations and Applications owned by Mondo Tees, LLC**

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
MONDO	Renewed September 27, 2018	9, 16, 25, 35	85468910	4390351
M and Design 	Registered May 21, 2019	9, 14, 16, 25, 28	88133936	5756300