

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALAMO INTERMEDIATE II HOLDINGS, LLC		05/28/2021	Limited Liability Company: DELAWARE
MONDO TEES BUYER, LLC		05/28/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FORTRESS CREDIT CORP.
Street Address:	1345 AVENUE OF THE AMERICAS
Internal Address:	46TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4279913	A
Registration Number:	2852845	ALAMO DRAFTHOUSE
Registration Number:	4283047	ALAMO DRAFTHOUSE
Registration Number:	4283046	ALAMO DRAFTHOUSE
Registration Number:	4199310	ALAMO DRAFTHOUSE CINEMA
Registration Number:	4283048	ALAMO DRAFTHOUSE CINEMA
Registration Number:	5215261	BAR O' FUN
Registration Number:	4668059	GLASS HALF FULL
Registration Number:	5105698	HOUSE OF WAX BAR
Registration Number:	3476310	QUOTE-ALONG
Registration Number:	6037586	THE BIG SHOW AT THE ALAMO DRAFTHOUSE
Registration Number:	4684752	VICTORY
Registration Number:	2871867	WEIRD WEDNESDAYS
Registration Number:	3818137	FANTASTIC FEST
Registration Number:	2871866	ROLLING ROADSHOW
Registration Number:	3810562	THE HIGHBALL

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TRADEMARK

Property Type	Number	Word Mark
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:	4390351	MONDO
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:	05/28/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of May 28, 2021, is made by ALAMO INTERMEDIATE II HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), and MONDO TEES BUYER, LLC, a Delaware limited liability company (“Mondo Tees” and, together with the Borrower, collectively, the “Grantors”), in favor of FORTRESS CREDIT CORP. (“Fortress”), as administrative 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 itself and the other Secured 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) or the Security Agreement (as defined herein), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (the “Credit Agreement”), by and among ALAMO INTERMEDIATE I HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Borrower, the Administrative Agent and the lenders from time to time party thereto (collectively, the “Lenders”), (i) the Lenders agreed to make Loans to the Borrower for the benefit of the Grantors and (ii) Mondo Tees and the other Loan Parties entered into that certain Guaranty, dated as of the date hereof, in favor of the Administrative Agent, for the benefit of itself and the other Secured Parties;

WHEREAS, in connection with the Credit Agreement, the Grantors and the other Loan Parties executed that certain Security Agreement, dated as of the date hereof (the “Security Agreement”), granting a security interest in favor of the Administrative Agent, for the benefit of itself and the other Secured Parties in the trademarks listed on Schedule A attached hereto (the “Current Trademarks”); and

WHEREAS, pursuant to the Security Agreement, the Loan Parties are required to deliver to the Administrative Agent executed copies of Intellectual Property Security Agreements with respect to material, registered U.S. copyright, patent or trademark and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby.

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. Each of the Grantors hereby grants to the Administrative Agent a security interest in all of Grantors’ right, title and interest in and to the following: (a) all systems software and applications software, all documentation for such software, including, without limitation, user manuals, flowcharts, functional specifications, operations manuals, and all formulas, processes, ideas and know-how embodied in any of the foregoing, (b) concepts, discoveries, improvements and ideas, know-how, technology, reports, design information, trade secrets, practices, specifications, test procedures, maintenance manuals, research and development, (c) patents and patent licenses, copyrights and copyright licenses, trademarks and trademark licenses, and (d) other licenses to use any of the items described in the foregoing clauses (a), (b), and (c), and including the Current Trademarks, and all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations given by any Person with respect to any of the foregoing (collectively the “IP Collateral”). The IP Collateral shall not include any Excluded Property.

Section 2. Recordation. Each of the Grantors authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Termination. The Administrative Agent 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 IP Collateral granted pursuant to this Agreement. Additionally, the Administrative Agent 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 IP Collateral.

Section 4. 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.

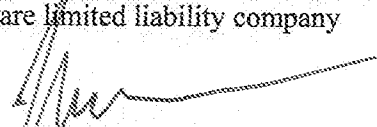
Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

[Signature Pages Follow]

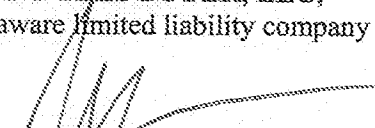
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first written above.

GRANTORS:

ALAMO INTERMEDIATE II HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Matt Vonderahe
Title: Chief Financial Officer

MONDO TEES BUYER, LLC,
a Delaware limited liability company

By: 
Name: Matt Vonderahe
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

FORTRESS CREDIT CORP.

A handwritten signature in black ink that reads "Daniel Bass". The signature is written in a cursive style with a large, stylized 'D' and 'B'.

By: _____

Name: Daniel Bass

Title: Authorized Signatory


SCHEDULE A
TRADEMARKS

U.S. Trademark Registrations and Applications owned by Alamo Intermediate II Holdings, LLC

Mark	Status	Class	Serial Number	Registration Number
A and Design	Renewed March 26, 2019	09, 21, 25, 33, 41, 43	85665812	4279913
ALAMO DRAFTHOUSE	Registered June 15, 2004	41	76488946	2852845
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
				
BAR O' FUN	Registered May 30, 2017	43	87059766	5215261
GLASS HALF FULL	Registered January 6, 2015	43	85784855	4668059

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
VICTORY	Registered February 10, 2015	35	86329823	4684752
WEIRD WEDNESDAYS	Renewed August 10, 2014	41	78302300	2871867
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
DRAFTHOUSE RECOMMENDS	Registered September 24, 2019	41	88328333	5867216
FLYING GUILLOTINE	Published May 5, 2020	43	88186411	N/A
THE PRESS ROOM	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.
TRIVIADOME	Registered August 20, 2019	41	88194008	5841231
VIDEO VORTEX	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.

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

Mark	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

TRADEMARK

REEL: 007310 FRAME: 0011

RECORDED: 05/28/2021