

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alamo Drafthouse Cinemas, LLC		05/28/2021	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Alamo Intermediate II Holdings, LLC
<b>Street Address:</b>	3908 Avenue B
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78751
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 20

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:	5867216	DRAFTHOUSE RECOMMENDS
Registration Number:	5841231	TRIVIADOME
Registration Number:	6367283	VIDEO VORTEX
Serial Number:	88607033	THE PRESS ROOM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88186411	FLYING GUILLOTINE

**CORRESPONDENCE DATA**

**Fax Number:** 5123225201

*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:** 512-482-5242

**Email:** sespensshade@pirkeybarber.com

**Correspondent Name:** Steven M. Espensshade

**Address Line 1:** 1801 East 6th Street

**Address Line 2:** Suite 300

**Address Line 4:** Austin, TEXAS 78702

**ATTORNEY DOCKET NUMBER:** ALMO001

**NAME OF SUBMITTER:** Steven M. Espensshade

**SIGNATURE:** /sm espensshade/

**DATE SIGNED:** 06/29/2021

**Total Attachments: 9**

- source=Trademark Assignment Agreement (Alamo Draffhouse Cinemas LLC) Executed#page1.tif
- source=Trademark Assignment Agreement (Alamo Draffhouse Cinemas LLC) Executed#page2.tif
- source=Trademark Assignment Agreement (Alamo Draffhouse Cinemas LLC) Executed#page3.tif
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is hereby entered into on May 28, 2021, by and between Alamo Drafthouse Cinemas, LLC, a Texas limited liability company (“Assignor”), and Alamo Intermediate II Holdings, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, on the terms and subject to the conditions of that certain Asset Purchase Agreement, dated as of March 5, 2021 (as amended by that certain Amendment No. 1 to Asset Purchase Agreement, dated as of April 22, 2021, and as further modified, amended, or supplemented, the “Asset Purchase Agreement”), by and between Assignor and certain affiliates of Assignor, on the one hand, and ALMO Holdings, LLC, a Delaware limited liability company (“Purchaser”), on the other hand, and pursuant to and in accordance with the Sale Order (as defined in the Asset Purchase Agreement) and any other order of the Bankruptcy Court for the District of Delaware related to the Purchased Assets (as defined in the Asset Purchase Agreement), Assignor agreed to, at the Closing (as defined in the Asset Purchase Agreement), assign, grant, convey, transfer, and deliver to Purchaser all of Assignor’s right, title, and interest in and to all Purchased Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor’s right, title, and interest in and to the trademarks and related intellectual property listed on Schedule A attached hereto (the “Assigned Marks”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby conveys, assigns, transfers, and delivers to Assignee (i) all of Assignor’s right, title, and interest in and to the Assigned Marks, including the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, (ii) the right to sue or otherwise recover for past, present, and future infringement, dilution, or other violation thereof, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and payable with respect thereto, the same to be held and enjoyed by Assignee, Assignee’s successors and assigns or their respective legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor and Assignee agree that any filing fees associated with recording this Assignment with the United States Patent and Trademark Office shall be borne solely by Assignee.

3. This Assignment has been executed and delivered by Assignor to be used for recording the transfer of ownership of the Assigned Marks with the appropriate government entity, including without limitation, the United States Patent and Trademark Office. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions that Assignee or Assignee's successors or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title, and interest in and to the Assigned Marks, including, without limitation, any recordation in relevant state and national registration offices.

4. Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.

5. Assignor represents and warrants that it has full and complete authority to make this Assignment.

6. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. This Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

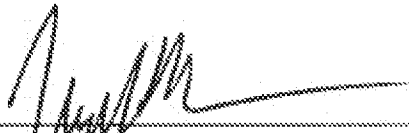
8. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflict of laws.

*[Remainder of Page Intentionally Left Blank - Signature Page Follows]*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

Assignor:

**ALAMO DRAFTHOUSE CINEMAS, LLC, a  
Texas limited liability company**

By:   
Name: Matthew Vonderahe  
Title: Chief Financial Officer

Assignee:

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

By: Fortress Credit Corp., its Manager

By: \_\_\_\_\_  
Name:  
Title:

Assignee:

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

By: Shelli a Taylor

Name: Shelli Taylor

Title: Chief Executive Officer


[Signature Page to Trademark Assignment Agreement]

**TRADEMARK  
REEL: 007338 FRAME: 0885**

Schedule A

Assigned Marks

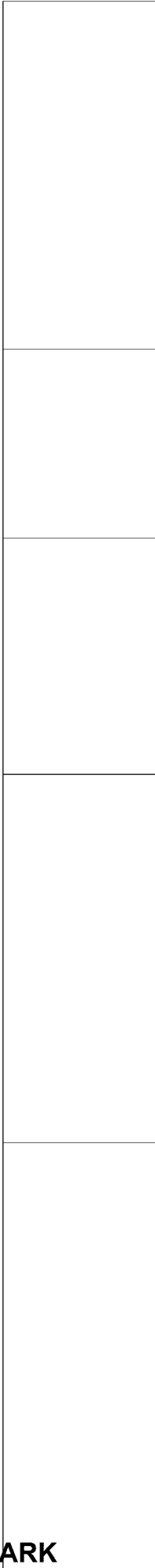
U.S. Trademark Registrations and Applications owned by Alamo Drafthouse Cinemas LLC

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	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

TRADEMARK

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**TRADEMARK**  
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Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
BAR O' FUNN	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

**TRADEMARK**

**REEL: 007338 FRAME: 0888**

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
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

**TRADEMARK**

**REEL: 007338 FRAME: 0889**

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

Mark / Serial No. / Reg. No.	Status	Class	Serial Number	Registration Number
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.

**TRADEMARK**

**REEL: 007338 FRAME: 0890**

**RECORDED: 06/29/2021**