

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National CineMedia, LLC		01/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3877058	NATIONAL CINEMEDIA	
Registration Number:	3893024	NATIONAL CINEMEDIA	
Registration Number:	3885871	NATIONAL CINEMEDIA	
Registration Number:	3893022	NCM	
Registration Number:	3883004	NCM	
Registration Number:	3877057	NCM	
Registration Number:	5931233	CINEVADERS	
Registration Number:	5638549	NOOVIE	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	2128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Mr. Paul Somelofske		
Address Line 1:	250 W 55TH ST		
Address Line 4:	NEW YORK, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		

OP \$215.00 3877058

DATE SIGNED:	01/05/2022
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Total Attachments: 6

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- source=NCM - Trademark Security Agreement (RCF) (executed) (Jan 5)#page2.tif
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2022, by National CineMedia, LLC, a Delaware limited liability company (the “Grantor”), in favor of Wilmington Savings Fund Society, FSB, as Collateral Agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties as defined in that certain Guarantee and Collateral Agreement dated as of January 5, 2022, made by and among the Grantors (as defined therein) party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

RECITALS

Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Guarantee and Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and lien on, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (collectively, the “Trademark Collateral”):

(a) all of the Trademarks of the Grantor, along with the goodwill attached thereto, including, but not limited to, those expressly listed on Schedule I attached hereto; provided, however, the definition of “Trademarks” as used herein shall not include (i) (x) any assets for which the grant of a security interest, therein or the pledge thereof (A) (I) is prohibited by or in violation of any applicable law, rule or regulation at any time or (II) requires Governmental Authority that has not been obtained contemplation thereof (after giving effect to the applicable anti-assignment provisions of the UCC of any relevant jurisdiction or other applicable laws or principles or equity) or (B) is prohibited by contract binding on the Grantor on the date hereof or, if later, at the time the assets subject to such contractual obligation was acquired (so long as not entered into in contemplation of such acquisition) or would trigger termination under any such permitted contract binding on such assets that was in existence at the time of acquisition of such asset (and not entered into in contemplation thereof) (in each case, after giving effect to the applicable anti-assignment provisions of the UCC of any relevant jurisdiction or other applicable laws or principles or equity), (y) any lease, license or other agreement to the extent, and for so long as, a security interest therein is prohibited by or in violation of a term, provision or condition of, or would invalidate or give any other party thereto (other than the Grantor) the right to terminate, any such lease, license or agreement (in each case, after giving effect to the applicable anti-assignment provisions of the UCC

of any relevant jurisdiction or other applicable laws or principles or equity) or (z) any license from any Governmental Authority or state or local franchise, charter or authorization to the extent, and for so long as, a security interest therein is prohibited or restricted pursuant to the terms thereof (in each case, after giving effect to the applicable anti-assignment provisions of the UCC of any relevant jurisdiction or other applicable laws or principles or equity), any (ii) intent-to-use Trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable law;

(b) all books and records pertaining to the Trademarks; and

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Supporting Obligations in respect of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

4. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Collateral Agent (acting at the direction of the Required Lenders) unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the Grantor; provided, however that the Collateral Agent shall provide the Grantor with written notice of any such amendment. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in counterparts and by different parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

6. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**


7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL CINEMEDIA, LLC

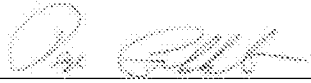
By its manager, National CineMedia, Inc.

By: 
Name: Tom Lesinski
Title: CEO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON SAVINGS FUND
SOCIETY, FSB**, as Collateral Agent

By: 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007550 FRAME: 0735**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Country	Mark	Registration No.	Registration Date
National CineMedia, LLC	United States	NATIONAL CINEMEDIA	3877058	Nov. 16, 2010
	United States	NATIONAL CINEMEDIA	3893024	Dec. 21, 2010
	United States	NATIONAL CINEMEDIA	3885871	Dec. 07, 2010
	United States	NCM	3893022	Dec. 21, 2010
	United States	NCM	3883004	Nov. 30, 2010
	United States	NCM	3877057	Nov. 16, 2010
	United States	CINEVADERS	5931233	Dec. 10, 2019
	United States	NOOVIE	5638549	Dec. 25, 2018

Trademark Applications

None.