

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700494

<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>
National CineMedia, LLC		01/05/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 South Dearborn Street, Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5931233	CINEVADERS	
<b>Registration Number:</b>	5638549	NOOVIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125305219		
<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>			
<b>Phone:</b>	2125305878		
<b>Email:</b>	dcip@milbank.com, jgarces@milbank.com		
<b>Correspondent Name:</b>	John Garces, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10001-2163		
<b>ATTORNEY DOCKET NUMBER:</b>	57000.54400		
<b>NAME OF SUBMITTER:</b>	John Garces		
<b>SIGNATURE:</b>	/John Garces/		
<b>DATE SIGNED:</b>	01/07/2022		
<b>Total Attachments: 5</b>			
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**SECURITY AGREEMENT SUPPLEMENT**

This SECURITY AGREEMENT SUPPLEMENT, dated as of January 5, 2022, by National CineMedia, LLC, a Delaware limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”), for the benefit of the Notes Secured Parties, as defined in that certain Security Agreement dated as of October 8, 2019 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 “Security Agreement”).

**RECITALS**

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

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 Security 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 Notes 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 Notes 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 SUPPLEMENT. The security interests granted pursuant to this Security Agreement Supplement are granted in conjunction with the security interests granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, pursuant to the Security 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 Security 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 Security Agreement Supplement and the Security Agreement, the Security Agreement shall control.

4. COUNTERPARTS. This Security Agreement Supplement 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 Security Agreement Supplement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Security Agreement Supplement.

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

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement Supplement 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.

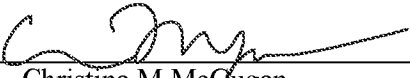
*Tom Lesinski*

By: \_\_\_\_\_  
Name: Tom Lesinski  
Title: CEO National Cinemedia

[Signature Page to Security Agreement Supplement]

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A.**, as  
Collateral Agent

By:   
Name: Christina M McGugan  
Title: Vice President