

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771494

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT | | 12/01/2022 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | PACIFIC THEATRES ENTERTAINMENT CORPORATION | | |
| Street Address: | 120 N. ROBERTSON BOULEVARD | | |
| Internal Address: | THIRD FLOOR | | |
| City: | LOS ANGELES | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90048 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4339402 | XME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138910400 | | |
| <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: | 213-891-0700 | | |
| Email: | pnulud@buchalter.com, ktarazi@buchalter.com, mmandel@buchalter.com | | |
| Correspondent Name: | PHILIP NULUD/KHALED TARAZI/MONICA MANDEL | | |
| Address Line 1: | BUCHALTER, APC | | |
| Address Line 2: | 1000 WILSHIRE BOULEVARD, SUITE 1500 | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90017 | | |
| NAME OF SUBMITTER: | V. MONICA MANDEL | | |
| SIGNATURE: | /V. Monica Mandel/ | | |
| DATE SIGNED: | 12/02/2022 | | |
| Total Attachments: 4 | | | |
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “**Release**”) is made as of December 1, 2022, by Bank of America, N.A., in its capacity as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”), for the benefit of Pacific Theatres Entertainment Corporation, a California corporation (“**Grantor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Grantor delivered to Secured Party that certain Grant of Trademark Security Interest, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified through the date hereof, the “**Trademark Security Agreement**”), pursuant to which Grantor granted to Secured Party, a security interest in the Trademark Collateral, which includes all of the Trademarks set forth on Schedule A annexed hereto; and

WHEREAS, Grantor has requested that Secured Party release, and Secured Party is willing to release, its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

1. Secured Party does hereby terminate the Trademark Security Agreement and terminate, release, discharge and reassign to Grantor the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Trademark Security Agreement to the Trademark Collateral, and any right, title or interest of Secured Party in such Trademark Collateral, if any, shall hereby terminate, cease and become void. If and to the extent that the Secured Party has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Secured Party, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

2. Secured Party hereby authorizes and requests the competent authorities, including the Commissioner for Trademarks in the United States Patent and Trademark Office and all corresponding officials throughout the world, to record and register this Release upon request by Grantor.

3. Secured Party shall take all reasonable further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including without limitation, the execution and delivery of any and all reasonable documents or other instruments), reasonably requested by Grantor, to more fully and effectively effectuate the purpose of this Release.

4. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

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IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be executed and delivered as of the date first written above.

BANK OF AMERICA, N.A.,
as Administrative Agent and Secured Party

By: 

Name: G. Christopher Miller
Title: Senior Vice President

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

| Owner | Trademark Description | Registration/ Application Number | Registration/ Application Date |
|---|-----------------------|-------------------------------------|-----------------------------------|
| Pacific Theatres Entertainment Corporation | XME | 85412321 / 4339402 | 08/31/2011 / 05/21/2013 |