

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINEMARK USA, INC.		07/03/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6903098	CINEMARK	
Registration Number:	6902720	CINEMARK	
Registration Number:	6903099	CINEMARK	
Registration Number:	5933287	CINEMARK MOVIE FAN	
Registration Number:	5933288	CINEMARK MOVIE REWARDS	
Registration Number:	5933603	CINEMARK MOVIE REWARDS	
Registration Number:	5381588	WORLD CLASS TALENT CLASSIC CULTURE CINEM	
Registration Number:	5807771	CUT! BY CINEMARK	
Registration Number:	5916553	CUT! BY CINEMARK	
Registration Number:	5807569	MC	
Serial Number:	97714452	SNACKS IN A TAP	
Serial Number:	90672086	THERE'S NO PLACE MORE CINEMATIC THAN CIN	
Registration Number:	5468959	UPGRADE TO THE ULTIMATE MOVIE XPERIENCE!	
Registration Number:	6039678	XPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		

CH \$365.00 6903098

Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 008330/0495

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 07/07/2023

Total Attachments: 5

source=Cinemark - Trademark Security Agreement - (Executed)#page1.tif

source=Cinemark - Trademark Security Agreement - (Executed)#page2.tif

source=Cinemark - Trademark Security Agreement - (Executed)#page3.tif

source=Cinemark - Trademark Security Agreement - (Executed)#page4.tif

source=Cinemark - Trademark Security Agreement - (Executed)#page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 3, 2023 is made by CINEMARK USA, INC., a Texas corporation (the “Borrower”), in favor of BARCLAYS BANK PLC, as Administrative Agent (the “Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement referred to below), including the banks, other financial institutions and other entities (the “Lenders”) from time to time parties to the Second Amended and Restated Credit Agreement, dated as of May 26, 2023 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, Cinemark Holdings, Inc., the Lenders party thereto, the Agent and the other agents party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of May 26, 2023, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, and lien on, all of Borrower's Intellectual Property, including the Trademarks listed on Schedule A hereto (but, for the avoidance of doubt, excluding in each case any Excluded Assets); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower pursuant to the Credit Agreement, the Borrower hereby agrees with the Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Borrower hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in, and lien on, all of the Borrower's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection

with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CINEMARK USA, INC.

By: 

Name: Michael D. Cavalier

Title: Executive Vice President – General Counsel and
Business Affairs & Secretary

BARCLAYS BANK PLC, as Administrative Agent

By: _____

Name:

Title:

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008136 FRAME: 0407

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CINEMARK USA, INC.

By: _____
Name:
Title:

BARCLAYS BANK PLC, as Administrative Agent

By:  _____
Name: Jefemy Hazan
Title: Managing Director

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Serial No./ Registration No.	Owner
CINEMARK	6903098	Cinemark USA, Inc.
CINEMARK & Design	6902720	Cinemark USA, Inc.
CINEMARK & Design	6903099	Cinemark USA, Inc.
CINEMARK MOVIE FAN	5933287	Cinemark USA, Inc.
CINEMARK MOVIE REWARDS	5933288	Cinemark USA, Inc.
CINEMARK MOVIE REWARDS & Design	5933603	Cinemark USA, Inc.
CINEMARK WORLD CLASS TALENT CLASSIC CULTURE & Design	5381588	Cinemark USA, Inc.
CUT! BY CINEMARK	5807771	Cinemark USA, Inc.
CUT! BY CINEMARK & Design	5916553	Cinemark USA, Inc.
MC & design	5807569	Cinemark USA, Inc.
SNACKS IN A TAP	97714452	Cinemark USA, Inc.
THERE'S NO PLACE MORE CINEMATIC THAN CINEMARK	90672086	Cinemark USA, Inc.
UPGRADE TO THE ULTIMATE MOVIE XPERIENCE!	5468959	Cinemark USA, Inc.
XPERIENCE	6039678	Cinemark USA, Inc.