

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ragains Enterprises, LLC		08/29/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Regal Cinemas, Inc.		
Street Address:	101 E Blount Ave		
Internal Address:	Ste 100		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37920		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3182812	GREAT ESCAPE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60642		
ATTORNEY DOCKET NUMBER:	49689-7		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	08/29/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of August 29, 2023 (“Effective Date”) (this “Assignment”), is entered into by and between Ragains Enterprises, LLC, an Indiana limited liability company (“Assignor”), and Regal Cinemas, Inc., a corporation organized under the laws of the state of Tennessee (“Assignee”). Assignor and Assignee are each a “Party”, and together, the “Parties”.

WHEREAS, in connection with certain internal reorganizations Assignor wishes to assign, and the Assignee wishes to accept the assignment of, all of the Assignor’s right, title, and interest in, to, and under all of the Assignor’s registered and applied for trademark listed on Schedule 1 hereto, together with all goodwill associated therewith (the “Trademark”).

NOW, THEREFORE, for good and valuable consideration (including in connection with the Transactions), the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

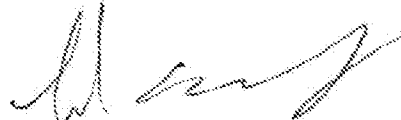
1. **Assignment**. The Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to and under the Trademark, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Trademark against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1.
2. **Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and any official of any other jurisdiction or organization corresponding thereto (including whose duty it is to issue any applicable intellectual property or any legal equivalent thereof), to record and register this Assignment, and the Assignee as the assignee and owner of all of Assignors’ right, title and interest in, to and under the Trademark.
3. **Integration**. This Assignment sets forth the entire agreement and understandings of the Parties hereto with respect to this transaction, and this Assignment supersedes and nullifies all prior agreements and understandings between the Parties with respect to such subject matter, whether written or oral.
4. **Relationship of Parties**. Each Party is an independent contractor for each other Party and the relationship between each Party will not constitute, and this Assignment does not create, a partnership, joint venture, agency, or similar relationship between the Parties.
5. **Authority**. No Party has, by nature of this Assignment, any authority to make any statements, representations, or commitments of any kind, or to take any action binding on another Party, without the prior consent of such other Party.

6. **Further Assurances**. Assignor shall execute and deliver such further documents, instruments and conveyances, and take such further actions, as may be reasonably necessary or reasonably requested by Assignee to effectuate the intent of this Assignment and to provide Assignee, in all material respects, with the intended benefits of this Assignment, including the execution and delivery of any and all assignments, affidavits, declarations, oaths, powers of attorney or other documentation to effect, evidence or perfect this assignment of the Trademark to Assignee. Notwithstanding Section 5 of this Assignment, Assignor hereby irrevocably grants to Assignee power of attorney to execute and deliver any such documents, instruments and conveyances on Assignee's behalf and in its name, and to take such further actions.
7. **Successor and Assigns; Severability**. This Assignment will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. In the event that any provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of any other provision hereof will not in any way be affected or impaired.
8. **Amendment; Interpretation**. This Assignment may not be amended, or any rights hereunder waived, except by an instrument in writing executed by each of the Parties. For purposes of this Assignment: (a) the words "include" and "including" are deemed to be followed by the words "without limitation"; and (b) the word "or" is not exclusive and shall mean "and/or".
9. **Waiver**. No waiver by a Party of a breach of or obligation under this Assignment will constitute a waiver of any other or subsequent breach or obligation.
10. **Counterparts**. This Assignment may be executed in counterparts, including by facsimile or PDF, each of which will be deemed an original and together will constitute one agreement binding on both Parties. Transmission by electronic mail of an executed counterpart of this Assignment will be deemed to constitute due and sufficient delivery of such counterpart. The Parties hereby agree that electronic signatures permitted under applicable law will be of the same force and effect as manual signatures.
11. **Governing Law**. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed on their behalf as of the Effective Date.

ASSIGNOR

RAGAINS ENTERPRISES, LLC

By:  _____

Name: Tal Soudry

Title: Senior Vice President, Chief Financial Officer
and Treasurer


[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed on their behalf as of the Effective Date.

ASSIGNEE

REGAL CINEMAS, INC.

By:  _____

Name: Tal Soudry

Title: President, Chief Financial Officer
and Treasurer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008181 FRAME: 0245

EXHIBIT A

Trademark

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Ragains Enterprises LLC	GREAT ESCAPE	Registered	December 12, 2006	3,182,812

[Exhibit A to Trademark Assignment Agreement]