

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOWBIZ CINEMAS, LLC		08/31/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4538721	SDX	
Registration Number:	3569676	SHOWBIZ CINEMAS	
Registration Number:	3463548	SHOWBIZ CINEMAS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6123402600		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Cathleen F. Dahl - DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	504041-00069		
NAME OF SUBMITTER:	Cathleen F. Dahl		
SIGNATURE:	/Cathleen F. Dahl/		
DATE SIGNED:	08/31/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this August 31, 2023, by SHOWBIZ CINEMAS, LLC, a Texas limited liability company ("Debtor"), and TEXAS CAPITAL BANK, a Texas state bank ("Bank").

RECITALS:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith, by and between Es Vedra Cinemas, LLC, a Delaware limited liability (the "Borrower") and Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to make loans, advances and extensions of credit from time to time to Borrower; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith, by and among the Debtor, the other Pledgors (as defined therein) party thereto and Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Debtor has granted to Bank a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired trademarks and trademark licenses held by Debtor together with the goodwill of the business symbolized by the trademarks of Debtor and all proceeds thereof, to secure the payment of all Indebtedness; and

WHEREAS, pursuant to the Security Agreement, Debtor has agreed to execute and deliver to Bank this Trademark Security Agreement.

AGREEMENT:

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Bank a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(e) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. SECURITY FOR INDEBTEDNESS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all Indebtedness. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Debtor to Bank, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Debtor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Bank 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.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Debtor. 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 Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by electronic or e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and

similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Indebtedness shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Indebtedness other than unasserted contingent indemnification Indebtedness. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW AND VENUE. THIS AGREEMENT IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN TRAVIS COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS AGREEMENT. ALL LEGAL ACTIONS RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN TRAVIS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

9. LOAN DOCUMENT. This Trademark Security Agreement is a Loan Document for all purposes under the Loan Agreement.

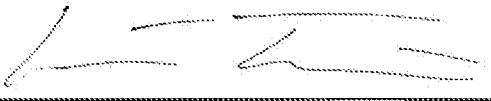
10. FINAL AGREEMENT. **THIS TRADEMARK SECURITY AGREEMENT REPRESENTS THE FINAL AGREEMENT WITH RESPECT TO THE OBLIGATIONS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[Remainder of page intentionally left blank.]

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

DEBTOR:

SHOWBIZ CINEMAS, LLC,
a Texas limited liability company

By: 
Name: Charlie Tiantawach
Title: Vice President

Notice Address for Debtor:

300 Colorado Street, STE 1900
Austin, TX 78701
Attention: Charlie Tiantawach
Email: ctiantawach@evo-entertainment.com

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods and Services</u>
SDX	85729497	14-SEP-2012	4538721	27-MAY-2014	MOVIE THEATERS
SHOWBIZ CINEMAS	77504270	20-JUN-2008	3569676	03-FEB-2009	MOVIE THEATERS
	77156498	13-APR-2007	3463548	08-JUL-2008	MOVIE THEATERS