

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI90568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cineplex Digital Media Inc.		03/04/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	TSX TRUST COMPANY		
Street Address:	301- 100 Adelaide St. West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 4H1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2927222	EK3	
Registration Number:	2927221	EK3	
Registration Number:	2873449	EK3 MEDIA ENGINE	
Registration Number:	2944474	INPULSE	
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:	2126264841		
Email:	NYCTrademarks@bakermckenzie.com		
Correspondent Name:	Alysha C. Preston		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10093850 - 51190221		
NAME OF SUBMITTER:	Gisette Goris		
SIGNATURE:	Gisette Goris		
DATE SIGNED:	03/13/2024		
Total Attachments: 37			

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OMNIBUS INTELLECTUAL PROPERTY SECURITY AGREEMENT

TO: TSX TRUST COMPANY, in its capacity as collateral agent for and on behalf of the Secured Parties (the “**Collateral Agent**”)

DATED: As of March 4, 2024.

RECITALS:

- A. **CINEPLEX INC.**, a corporation existing under the laws of the Province of Ontario, owes, and in the future may owe, Obligations to the Secured Parties under or pursuant to one or more Secured Debt Documents.
- B. Each of the Persons listed on the signature pages hereto as a debtor, and any other Person that becomes a party hereto pursuant to a Joinder (as defined below) (collectively, the “**Debtors**”) are entering into this omnibus intellectual property security agreement (as it may be amended, supplemented, restated, modified, extended, renewed, superseded or replaced from time to time, the “**Agreement**”) to provide security for the payment and performance of the Secured Debt Obligations.

IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained and intending to be legally bound hereby, each Debtor covenants and agrees in favour of the Collateral Agent as follows:

1. DEFINITIONS

In this Agreement capitalized terms used herein and not defined herein shall have the meanings defined in the Intercreditor Agreement (as defined below) and the following terms shall have the following meanings:

- (a) “**Collateral**” means all Intellectual Property of each Debtor, all Contracts and Licenses entered into or granted in connection with such Intellectual Property, all Records and all accounts, money and Proceeds derived from any of such Intellectual Property, Contracts and Licenses, and any item or part thereof, and specifically does not include Software;
- (b) “**Contract**” means any agreement, instrument, franchise, lease, contract, understanding, obligation, privilege or any other right in connection with the Intellectual Property or any part thereof;
- (c) “**Grantor**” means a Person from whom a Debtor received Intellectual Property by assignment or transfer;
- (d) “**Intellectual Property**” means any and all:
 - (i) trade secrets; confidential or proprietary information or data and know-how (collectively “**Confidential Information**”);

- (ii) trademarks, service marks, brands, designs, logos, indicia, trade dress, domain names, taglines, trade names, corporate names, company names, business names, trading styles, business identifiers, fictitious names or characters, whether registered or not, applications to register and registrations of the same and like protection, and the entire goodwill of the business of each Debtor connected with and symbolized by such rights (collectively “**Trade-marks**”);
- (iii) copyrights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished (collectively “**Copyrights**”);
- (iv) other industrial or intellectual property of whatever kind in which any Debtor now or hereafter has rights, and any item or part thereof; and
- (v) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of suits relating to industrial or intellectual property of any sort;

including, without limitation, the Intellectual Property listed on Schedule A hereto;

- (e) “**Intercreditor Agreement**” has the meaning attributed to such term in Section 29;
- (f) “**IP License**” means any license agreement pursuant to which any Debtor is granted a right to use or to license Intellectual Property of a third Person, where the licensed Intellectual Property is material to the operation of such Debtor’s business, other than normal and routine off-the-shelf software license agreements, or any Debtor grants a right to use or to license Intellectual Property to a third Person;
- (g) “**Permitted Lien**” means a Lien permitted under the applicable Secured Debt Documents;
- (h) “**Joinder**” has the meaning attributed to such term in Section 30;
- (i) “**License**” means (i) any authorization, approval, consent, exemption, license, permit, franchise, concession or no action letter from any applicable governmental or regulatory body or authority having jurisdiction with respect to any Debtor or its property or business or (ii) any IP License;
- (j) “**Litigation**” means any grievance, investigation, litigation, legal action, lawsuit, mediation, alternative dispute resolution procedure or other proceeding (whether civil, administrative, quasi-criminal or criminal) by or before any applicable governmental or regulatory body or authority or court, arbitrator, mediator or other decision-making authority;
- (k) “**Person**” means any individual, corporation, company, partnership, unincorporated association, trust, joint venture, estate or other judicial or legal entity or any government or regulatory body, authority or agency;

- (l) **“Proceeds”** means all proceeds and personal property in any form derived directly or indirectly from any dealing with any item or part of the Collateral or any Litigation in respect thereof, or that indemnifies or compensates for such property stolen, lost, destroyed or damaged and proceeds of Proceeds whether or not of the same type, class or kind as the original Proceeds, and any item or part thereof;
- (m) **“Receiver”** has the meaning attributed to such term in Section 5(c);
- (n) **“Records”** means all books, accounts, invoices, letters, papers, security certificates, documents and other records in any form evidencing or relating in any way to any item or part of the Collateral and all Contracts, Licenses and other rights and benefits in respect thereof, and any item or part thereof;
- (o) **“Security Interests”** has the meaning attributed to such term in Section 3.1; and
- (p) **“Software”** means all computer programs and databases owned by or licensed to any Debtor in whatever form and on whatever medium those programs or databases might be expressed, fixed, embodied or stored from time to time, including the object code and source code versions thereof and all corrections, updates, enhancements, translations, modifications, derivations and new versions thereof together with both the media upon or in which such software and databases are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto.

2. CERTAIN RULES OF INTERPRETATION, ETC.

- (a) This Agreement has been negotiated by each party with the benefit of legal representation and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement.
- (b) In this Agreement:
 - (i) the division into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (ii) unless specified otherwise or the context otherwise requires:
 - (1) references to any Section or Schedule are references to the Section of, or Schedule to, this Agreement;
 - (2) “including” or “includes” means “including (or includes) but not limited to” and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;

- (3) references to this Agreement, the Secured Debt Documents, the Intercreditor Agreement, contracts or instruments are, unless otherwise specified, deemed to include all present and future amendments, supplements, restatements or replacements to or of such Agreement, Secured Debt Documents, Intercreditor Agreement, contracts or instruments provided that such amendments supplements, restatements, or replacements to or of such Agreement, Secured Debt Documents, Intercreditor Agreement, contracts, agreements or instruments have been, if applicable, approved or consented to and otherwise made in accordance with the provisions of the Intercreditor Agreement;
 - (4) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended or re-enacted from time to time; and
 - (5) words in the singular include the plural and vice-versa and words in one gender include all genders.
- (iii) any rights or benefits stated to accrue to the benefit of the Collateral Agent hereunder will accrue to the Collateral Agent for and on behalf of the Secured Parties and any reference to any decision, determination or other action required or permitted to be made or taken by the Collateral Agent shall be interpreted to mean such decision, determination or other action made or taken by the Collateral Agent in accordance with the provisions of the Intercreditor Agreement.

3. GRANT OF SECURITY INTEREST

3.1 Security Interest and Secured Debt Obligations

Subject to Section 3.2, each Debtor hereby grants, pledges, hypothecates, assigns, transfers, sets over, mortgages and charges to the Collateral Agent, and grants to the Collateral Agent a Lien (collectively, the “**Security Interests**”) in, the Collateral as general and continuing collateral security for the payment and performance of the Secured Debt Obligations.

3.2 Agreements and Licenses

3.2.1 If any Debtor cannot lawfully grant the Security Interests in any Contract or License comprised in the Collateral in which it now or hereafter has rights because the Contract or License prohibits or restricts such Security Interests, the Contract or License requires the consent of any Person which has not been obtained or the grant of such Security Interests in the Contract or License would contravene applicable law, that Contract or License shall not, to the extent it would be illegal or result in forfeiture of any rights thereunder (“**Prescribed Contract or License**”), be subject to the Security Interests (save to the extent provided below) unless and until such consents, waivers and approvals as may be required to avoid such illegality or forfeiture have been obtained (“**Required Approvals**”). The

Security Interests shall nonetheless immediately attach to any rights of the applicable Debtor arising under, by reason of, or otherwise in respect of such Prescribed Contract or License, such as the right to receive payments thereunder and all Proceeds of the Prescribed Contract or License (“**Related Rights**”), if and to the extent and as at the time such attachment to the Related Rights is not illegal or would not result in forfeiture of any rights thereunder.

- 3.2.2 To the extent permitted by applicable law, each Debtor will hold in trust for the Collateral Agent, and provide the Collateral Agent with the benefits of, each applicable Prescribed Contract or License and will enforce all Related Rights at the direction.

4. REPRESENTATIONS AND WARRANTIES

Each Debtor represents and warrants to and in favour of the Collateral Agent as follows:

4.1 Attributes of Intellectual Property

4.1.1 Identification

Schedule A includes a complete and accurate list of all Intellectual Property owned by such Debtor and material to the operation of such Debtor’s business of any nature, together with all relevant information relating to any and all applications and registrations therefore and a complete list of all IP Licenses for the Intellectual Property.

4.1.2 Ownership, Validity and Enforceability

- (a) Except with respect to those rights in Intellectual Property owned by third Persons granted to such Debtor pursuant to an IP License as disclosed in Schedule A, such Debtor is the sole legal and beneficial owner of the Intellectual Property, including, without limitation, as set out in Schedule A, and including as required to carry on its business, free and clear of all Liens whatsoever, except for Permitted Liens, and possesses assignments in registrable form in writing from any Grantor for any Intellectual Property received by such Debtor.
- (b) All applications, registrations and grants for any of the Intellectual Property of such Debtor, including as identified in Schedule A, are valid and subsisting, and are in good standing, and all required filings with any relevant governmental intellectual property office have been made and all required filing, registration, maintenance and other fees have been paid.
- (c) Such Debtor will use commercially reasonable efforts to use its Intellectual Property in such manner as to preserve its rights therein including the use of proper notices indicating ownership of and/or rights to use its Intellectual Property, to the extent reasonably necessary for the protection of its Intellectual Property, and the prevention of any disclosure to the public of the Confidential Information which would impair such Debtor’s rights therein.

- (d) To the knowledge of such Debtor, as of the date hereof, no claim of any nature has been made and no Litigation is in process, or to the knowledge of such Debtor, is being threatened, that the use of any of such Debtor's Intellectual Property by such Debtor or by any licensee of such Debtor or the sale or licensing of any of such Debtor's products or services bearing any of the Intellectual Property or the products or services of any licensee of such Debtor which bears any of the Intellectual Property does or may violate the rights of any Person.
- (e) There is no Litigation in progress or, to the knowledge of such Debtor, pending or threatened against or relating to such Debtor or affecting the Intellectual Property of the Debtor which if determined adversely to such Debtor or any of its licensor(s) might materially and adversely affect the value of any Intellectual Property of such Debtor and there is not presently outstanding against such Debtor any order or award of any court or board of competent jurisdiction in Canada relating to or affecting the Intellectual Property of such Debtor, including its ownership, validity or enforceability.
- (f) Such Debtor shall (i) to the extent commercially reasonable, protect, defend and maintain the ownership, validity and enforceability of the applicable Intellectual Property, (ii) use commercially reasonable best efforts to detect any actions which may be or are infringements, violations, passing off, dilution or other claims of or against the applicable Intellectual Property and (iii) to the extent commercially reasonable or desirable or unless otherwise permitted under the Secured Debt Documents, not allow any of such Debtor's Intellectual Property to be abandoned, forfeited, cancelled, expunged and/or dedicated to the public.
- (g) To the extent commercially reasonable, such Debtor shall register or cause to be registered (to the extent not already registered) with the Canadian Intellectual Property Office and all other governmental intellectual property offices in jurisdictions relevant to such Debtor's business or its Intellectual Property, any unregistered Intellectual Property and any additional Intellectual Property developed or acquired by such Debtor from time to time in connection with any product or service prior to the sale or licensing of such product or service to any third Person.
- (h) Such Debtor shall, from time to time, execute and file such instruments, and do such further acts and things as may reasonably be requested by the Collateral Agent from time to time to perfect or continue the perfection of the Collateral Agent's interest in the Intellectual Property owned at any time by such Debtor, including filings with Canadian Intellectual Property Office.

4.1.3 Licensing

- (a) Such Debtor has granted:
 - (i) only those IP Licenses permitting third Persons to use any Intellectual Property of such Debtor as set out in Schedule A and there are no such other

IP Licenses to any Person other than those IP Licenses disclosed in Schedule A;

- (ii) no perpetual, irrevocable IP License (or right to acquire a perpetual IP License) to any Person; and
 - (iii) no ownership-like rights or exclusive rights in the Intellectual Property that exclude such Debtor in any manner whatsoever, from the rights granted.
- (b) All IP Licenses of such Debtor are in full force and effect unamended (except as expressly permitted hereby), and such Debtor has duly observed and performed and shall observe and perform all of its covenants and obligations under each such IP License and there has not been any default under or breach of any such IP Licenses by such Debtor.
- (c) Such Debtor shall not transfer, license or otherwise encumber any interest in the Intellectual Property except in accordance with the Secured Debt Documents.

4.2 Reliance and Survival

All representations and warranties of such Debtor made herein or in any certificate or other document delivered by or on behalf of such Debtor for the benefit of the Collateral Agent are material, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit. The Collateral Agent and each of the Secured Parties shall be deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Collateral Agent at any time.

5. ACTIONS FOLLOWING AN ACTIONABLE DEFAULT, ETC.

Without limiting any other rights of the Collateral Agent under this Agreement or otherwise, upon the occurrence of an Actionable Default, and in each case subject to the provisions of the Intercreditor Agreement:

- (a) the Security Interests shall become enforceable in accordance with the Intercreditor Agreement and, to the extent permitted by law, the Security Interests shall be absolute, without the need for any action or notice on the part of the Collateral Agent or any Secured Party, except as set out in the Intercreditor Agreement;
- (b) the Collateral Agent may in its own name or in the name of the applicable Debtor sue for and enforce performance of the obligations of each of any Person under or in respect of the Collateral, and may do any act or thing or take any proceeding reasonably considered necessary or advisable by the Collateral Agent or the Secured Parties in connection with the foregoing or to protect the Security Interests in the Collateral and preserve the value thereof and for such purposes each Debtor hereby appoints the Collateral Agent and each of its employees irrevocably with full power of substitution its true and lawful attorney in the name and stead of such Debtor to take and do and perform such acts and things as the Collateral Agent may deem necessary or appropriate including the employment of counsel in order to

preserve the value of the Collateral and otherwise give effect to the terms, intent and purposes of this Agreement;

- (c) the Collateral Agent may, in addition to any other rights it may have, appoint by instrument in writing a receiver or receiver and manager in respect of the Collateral, may remove any such receiver or receivers and manager and appoint another or others in its or their stead from time to time (and a court need not appoint, ratify the appointment by the Collateral Agent of or otherwise supervise in any manner the actions of any such receiver or receiver and manager) or the Collateral Agent may institute proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver and manager (each of the foregoing receivers and receivers and managers are referred to herein as a “**Receiver**”) and each Receiver:
 - (i) may be an officer or employee of the Collateral Agent or of a Secured Party;
 - (ii) is hereby granted and shall have the same powers and rights and exclusions and limitations of liability as the Collateral Agent and the Secured Parties have under this Agreement and otherwise at law or in equity; and
 - (iii) in exercising any such powers, shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the agent of the Debtors, and none of the Collateral Agent or the Secured Parties shall be responsible for any act or default of such Receiver.
- (d) upon notice to the Debtors from the Collateral Agent of the appointment of a Receiver, all powers, functions, rights and privileges of the Debtors with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent;
- (e) the Collateral Agent and each Receiver shall have, in addition to any other rights, remedies and powers it may have at law or in equity and to the extent permitted by applicable law, the following rights, remedies and powers:
 - (i) to realize, enforce, release to third parties or otherwise deal with the Collateral in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all of which without notice to the Debtors;
 - (ii) to charge on its own behalf and pay to others sums for costs and expenses including, without limitation, reasonable legal fees and expenses and Receivers’ and accounting fees, incurred in or in connection with realizing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Collateral Agent and the Secured Parties under this Agreement including, without limitation, in connection with obtaining advice with respect to any of the foregoing (in this Section “realization costs”), such realization costs being deemed to have been advanced to the Debtors, to constitute indebtedness of the Debtors to the Secured Parties, to form part of the Secured Debt

Obligations, to bear interest at the rate per annum equal to the highest rate of interest applicable to any other Secured Debt Obligations denominated in the currency of the relevant realization cost;

- (iii) to, without being so required, (A) collect any sum in principal, revenue, dividend or interest becoming due on or in respect of the Collateral, and (B) without limiting the generality of any other provision of this Agreement, exercise any option or right attached to the Collateral;
 - (iv) to grant discharges, settle by compromise, renounce rights or grant extensions with respect to the Collateral; and
 - (v) to generally deal with the Collateral in its absolute discretion (without being relieved of the direct consequences of any gross negligence or willful misconduct on the part of the Collateral Agent or any Receiver) without consent or notice to the Debtors and to give such notices to the Debtors and others as it sees fit in its absolute discretion;
- (f) before realizing the Collateral or exercising any right under or in connection with the Collateral as provided herein neither the Collateral Agent nor any Secured Party shall be required to exercise or exhaust its recourse against the Debtors and neither the Collateral Agent nor any Secured Party shall be required to realize any other security;
- (g) none of the Collateral Agent, the Secured Parties, any Receiver and/or any of their respective officers, directors, employees, servants, attorneys or agents:
- (i) shall be liable or accountable for any failure to realize, dispose of, enforce or collect any sum or exercise any option or right in connection with or otherwise deal with the Collateral nor shall any of them be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of themselves or of the Debtors or any other Person in respect of the Collateral and shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure, save for the gross negligence or willful misconduct of any such Person;
 - (ii) shall be liable by reason of any use of the Collateral or any part thereof, to account for anything except actual receipts, for any loss on realization (save resulting from any gross negligence or willful misconduct) in the carrying on or occupation of the business or undertaking of the Debtors for purposes of realizing on the Collateral or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions or omissions, save resulting from any gross negligence or willful misconduct on its part; and
 - (iii) shall be responsible for or incur any liability, costs, expenses or damages, under any circumstances, for the performance or non-performance by the

Debtors, or any other Person, of any of the terms, provisions or obligations specified in the Collateral.

6. RIGHTS OF COLLATERAL AGENT

The Collateral Agent may, upon direction pursuant to an Act of Instructing Debtholders under the Intercreditor Agreement, grant extensions of time and other indulgences, take and give up security, accept compositions or compromises, grant releases and discharges and otherwise deal with the Debtors, other debtors of the Debtors, sureties and others and with the Collateral or other security as the Collateral Agent may see fit without prejudice to the liability of the Debtors or the rights of the Collateral Agent and the Secured Parties, under this Agreement. The rights, powers and remedies of the Collateral Agent under this Agreement are cumulative and may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Collateral Agent and/or any Secured Party however created. Nothing contained in this Agreement shall prevent, limit or restrict the Collateral Agent in any manner from exercising all or any of its rights and remedies otherwise permitted by applicable law, and otherwise in accordance with the Intercreditor Agreement and the other Secured Debt Documents.

7. CONTINUING SECURITY, ETC.

This Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Secured Debt Obligations but shall constitute and be a continuing security to the Collateral Agent therefor for a current or running account. The security constituted by this Agreement is in addition to and not in substitution for any other security held by the Collateral Agent or the Secured Parties and shall not operate as a merger of any simple contract debt or suspend the fulfilment of or affect the right, remedies and powers of the Collateral Agent or the Secured Parties in respect of the Secured Debt Obligations, the Collateral or any other security held by the Collateral Agent or the Secured Parties.

8. NO WAIVER, ETC.

Any failure by, or delay in, the exercise by the Collateral Agent of any right, power or remedy in this Agreement shall not constitute a waiver thereof or prevent its exercise thereof. No single or partial exercise by the Collateral Agent of any right, power or remedy shall preclude any other or further exercise by the Collateral Agent thereof or of any other right, power or remedy for the enforcement of this Agreement or the payment in full of the Secured Debt Obligations. No waiver of any provision of this Agreement shall in any event be effective unless it is in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver by the Collateral Agent of any breach by any Debtor hereunder shall extend to or be taken in any manner whatsoever to affect any subsequent breach by the Collateral Agent or the rights resulting therefrom.

9. NO MERGER, ETC.

Neither the taking of any judgment nor the exercising of any right, remedy or power shall operate to extinguish the liability of the Debtors to make payment of or satisfy the Secured Debt Obligations. The acceptance of any payment or alternate security shall not constitute or create any

novation and the taking of a judgment or judgments under any of the covenants contained in this Agreement shall not operate as a merger of such covenants.

10. APPLICATION OF PROCEEDS

All proceeds of the Collateral shall be applied with by the Collateral Agent in accordance with the Section 3.5 of the Intercreditor Agreement.

11. FAILURE TO PERFORM

If any Debtor fails to perform any of its duties hereunder, the Collateral Agent may, but shall not be obligated to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and such Debtor shall pay to the Collateral Agent, forthwith upon written demand therefor, an amount equal to the reasonable costs, fees and expenses incurred by the Collateral Agent (in this Section, "costs") in so doing plus interest on the costs from the date each such cost is incurred until such cost is paid at the rate of interest per annum equal to the highest rate of interest applicable to any other Secured Debt Obligations denominated in the currency of the relevant cost as at the date of such demand and shall be payable by such Debtor upon demand and shall constitute and be included in the Secured Debt Obligations under this Agreement.

12. REALIZATION COSTS AND EXPENSES

All reasonable expenses and all amounts incurred by the Collateral Agent in connection with realizing the Liens on the Collateral constituted by this Agreement or exercising any of its rights hereunder (in this Section, "realization costs") shall be payable by the Debtors to the Collateral Agent forthwith upon written demand therefor, and until the realization costs are paid the realization costs shall bear interest from the date each such realization cost is incurred until such realization cost is paid at the rate of interest per annum equal to the highest rate of interest applicable to any other Secured Debt Obligations denominated in the currency of the relevant realization cost as at the date of such demand and shall constitute and be included in Secured Debt Obligations under this Agreement.

13. SECURITY DOCUMENT

This Agreement constitutes a Security Document subject to and for the purposes of the Intercreditor Agreement and the other Secured Debt Documents.

14. ATTACHMENT

Each Debtor agrees that value has been given and that the Security Interests created by this Agreement are intended to attach (a) with respect to Collateral which is in existence as of the date hereof, upon execution of this Agreement, and (b) with respect to Collateral which comes into existence after the date hereof, upon such Debtor acquiring any rights therein. The parties do not intend to postpone the attachment of any Security Interests created by this Agreement.

15. TRUE COPY

Each Debtor acknowledges receiving a true copy of this Agreement.

16. FINANCING STATEMENTS

The Debtors waive, to the extent permitted by law, the right to receive a copy of any financing statement or financing change statement which may be registered by or on behalf of the Collateral Agent in connection with this Agreement or any verification statement issued with respect thereto.

17. NO FURTHER OBLIGATION

Nothing in this Agreement shall obligate the Collateral Agent or the Secured Parties to make any loan or accommodation to the Debtors or extend the time for payment or satisfaction of the Secured Debt Obligations.

18. SET-OFF

The Secured Debt Obligations shall be paid without regard to any rights of set-off or counterclaim which the Debtors may have against the Collateral Agent or any Secured Parties at any time.

19. FURTHER ASSURANCES

Each Debtor hereby agrees that it shall in accordance with the Secured Debt Documents, execute, acknowledge and deliver all such financing statements, certificates, further assignments, documents and transfers, instruments, security documents, acknowledgements and assurances and do all such further acts and things as may be considered by the Collateral Agent to be necessary or desirable to give effect to the intent of this Agreement, and each Debtor hereby irrevocably constitutes and appoints any officer of the Collateral Agent the true and lawful attorney of such Debtor, with full power of substitution, to do any of the foregoing in the name of such Debtor whenever and wherever the Collateral Agent may consider it to be necessary or desirable. Such appointment and power of attorney is hereby declared by such Debtor to be an irrevocable power coupled with an interest.

20. CONFLICT

Subject to Section 29 of this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall govern to the extent necessary to remove the conflict.

21. AMENDMENT

This Agreement may be supplemented, amended, restated or replaced only by a written agreement signed by each party, and subject to the provisions of the Intercreditor Agreement.

22. GOVERNING LAW

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (in this Section, the "Province") and the laws of Canada applicable in the Province. For the purposes of all legal proceedings this Agreement shall be deemed to have been performed in the Province and the courts of the Province shall have jurisdiction to entertain any action arising under this Agreement. Each party irrevocably and

unconditionally attorns to the non-exclusive jurisdiction of the courts of the Province and all courts competent to hear appeals therefrom.

23. SUCCESSORS AND ASSIGNS

All rights of the Collateral Agent under this Agreement shall be assignable in accordance with the terms of the Intercreditor Agreement and in any action brought by an assignee to enforce such rights, no Debtor shall assert against the assignee any claim or defence which such Debtor now has or may hereafter have against the Collateral Agent or the Secured Parties. This Agreement shall enure to the benefit of the parties and their respective successors and permitted assigns and, in the case of the Collateral Agent, the Secured Parties and their respective successors and permitted assigns. No Debtor may assign this Agreement without the prior written consent of the Collateral Agent.

24. NOTICES

Any notice, demand or other communication required or permitted to be given or made under this Agreement must be in writing and made in accordance with the provisions of the Intercreditor Agreement.

25. SEVERABILITY

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without effecting the validity or enforceability of such provision in any other jurisdiction and, if applicable, without affecting its application to the other parties or circumstances.

26. DEFICIENCY

If the proceeds of the Collateral fail to satisfy the Secured Debt Obligations, the Debtors shall be liable, on a joint and several basis, to pay any deficiency to the Collateral Agent on demand.

27. AMALGAMATION, ETC.

If any Debtor amalgamates or merges with any other Person, or all or substantially all of the property of such Debtor becomes the property of another Person, the Secured Debt Obligations and the Security Interests of such Debtor created hereby shall continue and shall extend to the present and future undertaking, property and assets of the amalgamated, merged or other Person, as if the amalgamated, merged or other Person had executed this Agreement as Debtor.

28. TIME OF ESSENCE

Time is of the essence of this Agreement.

29. INTERCREDITOR AGREEMENT

The parties hereto acknowledge and agree that the terms and conditions herein, and the rights and obligations of the parties hereto, are subject to the provisions of the Collateral Agent and Intercreditor Agreement dated March 4, 2024 as in effect from time to time by and among the Debtors and the Secured Debt Representatives (as it may be supplemented, amended, supplemented, restated, modified, extended, renewed, superseded or replaced from time to time, the “**Intercreditor Agreement**”) under which the rights and priorities of each of the Secured Debt Representatives with respect to the Collateral are set out. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall govern and apply to the extent of such conflict or inconsistency.

30. ADDITIONAL DEBTORS

The Company shall cause each Guarantor which is required to enter into this Agreement pursuant to the terms of the Secured Debt Documents to promptly execute and deliver to the Collateral Agent a supplemental agreement (together with all schedules thereto, a “**Joinder**”) to this Agreement, in substantially the form attached hereto as Schedule B. Effective from and after the date of the execution and delivery by any Person to the Collateral Agent of a Joinder, such Person shall be, and shall be deemed for all purposes to be, a Debtor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities and obligations, as if such Person had been an original signatory to this Agreement as a Debtor. The execution and delivery of a Joinder by any additional Person shall not require the consent of any Debtor and all of the liabilities and obligations of each Debtor under this Agreement shall remain in full force and effect and shall not be affected or diminished by the addition or release of any other Debtors hereunder.

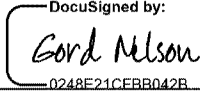
31. COUNTERPARTS AND DELIVERY

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to all other parties by facsimile transmission or electronic mail and the signature transmitted by facsimile transmission or electronic mail shall be deemed to be its original signature for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Debtor has duly executed this Agreement as of the date first written above.

**CINEPLEX INC.
CINEPLEX ENTERTAINMENT LIMITED
PARTNERSHIP, by its general partner,
CINEPLEX ENTERTAINMENT CORPORATION
FAMOUS PLAYERS LIMITED PARTNERSHIP, by its
general partner FAMOUS PLAYERS CO.
CINEPLEX ENTERTAINMENT CORPORATION
FAMOUS PLAYERS CO.
GALAXY ENTERTAINMENT INC.
CINEPLEX ODEON (QUEBEC) INC.
7088205 CANADA LIMITED
CINEPLEX DIGITAL MEDIA INC.
LES FILMS CINEPLEX ODEON QUÉBEC INC.
CINEMA 6 BOUCHERVILLE INC.
DDC GROUP INTERNATIONAL INC.
LES ENTREPRISES CINEMATOGRAPHIQUES DE
ST-HYACINTHE INC.
2921511 CANADA INC.
SOCIETE DELSON-DORION S.E.N.C., by its general
partners,
CINEPLEX ENTERTAINMENT LIMITED
PARTNERSHIP, by its general partner, CINEPLEX
ENTERTAINMENT CORPORATION and
FAMOUS PLAYERS LIMITED PARTNERSHIP by
its general partner FAMOUS PLAYERS CO.**

By: 
Name: Gord Nelson
Title: Chief Financial Officer

By: _____
Name: Thomas Santram
Title: SVP, General Counsel

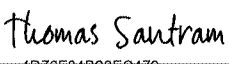
IN WITNESS WHEREOF, each Debtor has duly executed this Agreement as of the date first written above.

CINEPLEX INC.
CINEPLEX ENTERTAINMENT LIMITED
PARTNERSHIP, by its general partner,
CINEPLEX ENTERTAINMENT CORPORATION
FAMOUS PLAYERS LIMITED PARTNERSHIP, by its
general partner FAMOUS PLAYERS CO.
CINEPLEX ENTERTAINMENT CORPORATION
FAMOUS PLAYERS CO.
GALAXY ENTERTAINMENT INC.
CINEPLEX ODEON (QUEBEC) INC.
7088205 CANADA LIMITED
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SOCIETE DELSON-DORION S.E.N.C., by its general
partners,
CINEPLEX ENTERTAINMENT LIMITED
PARTNERSHIP, by its general partner, CINEPLEX
ENTERTAINMENT CORPORATION and
FAMOUS PLAYERS LIMITED PARTNERSHIP by
its general partner FAMOUS PLAYERS CO.

By:

 Name: Gord Nelson
 Title: Chief Financial Officer

By:

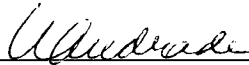
DocuSigned by:


 Name: Thomas Santram
 Title: SVP, General Counsel

ACKNOWLEDGED AND AGREED TO BY:

TSX TRUST COMPANY,
as Collateral Agent

By: 
Name: Sharo Moradi
Title: Authorized Signatory

By: 
Name: Nelia Andrade
Title: Authorized Signatory

**SCHEDULE A
INTELLECTUAL PROPERTY**

**Canadian Trademark Applications and Registrations
owned by Cineplex Entertainment Limited Partnership**

	Trademark	Registration and Application Numbers
1.	"ODEON"	REGISTERED App No.: 0185847 Reg #: UCA20495 Renewal Date: 01-10-2030
2.	964-CINE	REGISTERED App No.: 0805216 Reg #: TMA469955 Renewal Date: 01-28-2027
3.	A GREAT NEW PLACE TO SEE GREAT NEW MOVIES	REGISTERED App No.: 0828474 Reg #: TMA486412 Renewal Date: 11-27-2027
4.	ALAN SMITHEE'S & DESIGN	REGISTERED App No.: 1010108 Reg #: TMA536348 Renewal Date: 11-01-2030
5.	ALAN SMITHEE'S & DESIGN (II)	REGISTERED App No.: 1010109 Reg #: TMA536324 Renewal Date: 10-31-2030
6.	AUDIO VISUAL EXPERIENCE	REGISTERED App No.: 1481781 Reg #: TMA827463 Renewal Date: 07-03-2027
7.	BACKSTAGE BISTRO	REGISTERED App No.: 1555147 Reg #: TMA872555 Renewal Date: 03-04-2029
8.	BOUTIQUE CINEPLEX	REGISTERED App No.: 1759614 Reg #: TMA968550 Renewal Date: 04-19-2032

	Trademark	Registration and Application Numbers
9.	CANADIAN ODEON THEATRES & DESIGN	REGISTERED App No.: 0424835 Reg #: TMA239597 Renewal Date: 02-01-2025
10.	CC DESIGN	REGISTERED App No.: 0540939 Reg #: TMA326370 Renewal Date: 04-16-2032
11.	CINE CAFE	REGISTERED App No.: 0780894 Reg #: TMA465257 Renewal Date: 10-25-2026
12.	CINE CAFE & DESIGN	REGISTERED App No.: 0780895 Reg #: TMA465258 Renewal Date: 10-25-2026
13.	CINE CANDY	REGISTERED App No.: 0780892 Reg #: TMA459799 Renewal Date: 06-21-2026
14.	CINE CANDY & DESIGN	REGISTERED App No.: 0780893 Reg #: TMA463216 Renewal Date: 09-06-2026
15.	CINECHARGE	REGISTERED App No.: 0796158 Reg #: TMA464099 Renewal Date: 10-11-2026
16.	CINECHARGE & DESIGN	REGISTERED App No.: 0796155 Reg #: TMA473742 Renewal Date: 03-26-2027
17.	CINE PLEX DESIGN	REGISTERED App No.: 0444749 Reg #: TMA256318 Renewal Date: 02-27-2026

	Trademark	Registration and Application Numbers
18.	CINEPLEX	REGISTERED App No.: 0444748 Reg #: TMA257056 Renewal Date: 03-20-2026
19.	CINEPLEX.COM	REGISTERED App No.: 1161655 Reg #: TMA633008 Renewal Date: 02-17-2030
20.	CINEPLEX DIVERTISSEMENT	REGISTERED App No.: 1265738 Reg #: TMA677398 Renewal Date: 11-21-2031
21.	CINEPLEX ENTERTAINMENT	REGISTERED App No.: 1264992 Reg #: TMA677057 Renewal Date: 11-16-2031
22.	CINEPLEX ENTERTAINMENT & DESIGN	REGISTERED App No.: 1272102 Reg #: TMA677621 Renewal Date: 11-24-2031
23.	CINEPLEX ENTERTAINMENT & DESIGN	REGISTERED App No.: 1272101 Reg #: TMA677606 Renewal Date: 11-24-2031
24.	CINEPLEX INTERNATIONAL	REGISTERED App No.: 0778019 Reg #: TMA465901 Renewal Date: 11-07-2026
25.	CINEPLEX ODEON	REGISTERED App No.: 1201600 Reg #: TMA631913 Renewal Date: 02-02-2030
26.	CINEPLEX ODEON & CONCENTRIC CIRCLE DESIGN	REGISTERED App No.: 1037301 Reg #: TMA549572 Renewal Date: 08-08-2031

	Trademark	Registration and Application Numbers
27.	CINEPLEX ODEON & DESIGN	REGISTERED App No.: 0540940 Reg #: TMA344935 Renewal Date: 09-16-2033
28.	CINEPLEX ODEON FILMS	REGISTERED App No.: 0566767 Reg #: TMA343204 Renewal Date: 07-29-2033
29.	CINEPLEX ODEON FILMS DESIGN	REGISTERED App No.: 0568380 Reg #: TMA343147 Renewal Date: 07-29-2033
30.	CINEPLEX STORE	REGISTERED App No.: 1759613 Reg #: TMA968549 Renewal Date: 04-19-2032
31.	CINEPLEX VIP CINEMA	REGISTERED App No.: 1432267 Reg #: TMA818941 Renewal Date: 03-02-2027
32.	CINESCAPE	REGISTERED App No.: 0799166 Reg #: TMA465900 Renewal Date: 11-07-2026
33.	CINÉVASION	REGISTERED App No.: 0882640 Reg #: TMA513313 Renewal Date: 07-27-2029
34.	CINEVISION	REGISTERED App No.: 0752567 Reg #: TMA461478 Renewal Date: 08-23-2026
35.	CONCENTRIC CIRCLE DESIGN	REGISTERED App No.: 1037093 Reg #: TMA548486 Renewal Date: 07-23-2031

	Trademark	Registration and Application Numbers
36.	ESCAPE WITH US	REGISTERED App No.: 1432334 Reg #: TMA765447 Renewal Date: 04-30-2025
37.	FREQUENT FLICK	REGISTERED App No.: 0899666 Reg #: TMA529990 Renewal Date: 07-06-2030
38.	GALAXY CINEMAS	REGISTERED App No.: 1201596 Reg #: TMA680778 Renewal Date: 01-31-2032
39.	GALAXY ELITE	REGISTERED App No.: 1061689 Reg #: TMA558536 Renewal Date: 02-26-2032
40.	IMPRIMEZ PASSEZ SCANNEZ	REGISTERED App No.: 1430138 Reg #: TMA763750 Renewal Date: 04-09-2025
41.	IMPRIMEZ PASSEZ SCANNEZ & DESIGN	REGISTERED App No.: 1430137 Reg #: TMA763751 Renewal Date: 04-09-2025
42.	JUNXION	FORMALIZED App No.: 1957165
43.	L'ENTRACTE	REGISTERED App No.: 0882641 Reg #: TMA514111 Renewal Date: 08-09-2029
44.	NOUVELLES SALLES, NOUVEAUX FILMS...NOUVEAU PLAISIR!	REGISTERED App No.: 0859511 Reg #: TMA504098 Renewal Date: 11-16-2028
45.	NUMBSKULLS	REGISTERED App No.: 1035636 Reg #: TMA546457 Renewal Date: 06-12-2031

	Trademark	Registration and Application Numbers
46.	NUMBSKULLS	REGISTERED App No.: 1001334 Reg #: TMA531175 Renewal Date: 08-15-2030
47.	ODEE'S	REGISTERED App No.: 1014781 Reg #: TMA536480 Renewal Date: 11-02-2030
48.	ODEE'S & DESIGN	REGISTERED App No.: 1014782 Reg #: TMA536479 Renewal Date: 11-02-2030
49.	ODEON	REGISTERED App No.: 0992994 Reg #: NFLD2994 Renewal Date: N/A
50.	ODEON	REGISTERED App No.: 0992995 Reg #: NFLD2995 Renewal Date: N/A
51.	OUTTAKES	REGISTERED App No.: 1025818 Reg #: TMA541449 Renewal Date: 02-22-2031
52.	OUTTAKES & DESIGN	REGISTERED App No.: 1025819 Reg #: TMA546450 Renewal Date: 06-12-2031
53.	P DESIGN	REGISTERED App No.: 1584668 Reg #: TMA846636 Renewal Date: 03-20-2028
54.	PLACE À L'ÉVASION	REGISTERED App No.: 1432334 Reg #: TMA764212 Renewal Date: 04-14-2025

	Trademark	Registration and Application Numbers
55.	PLAYDIUM	REGISTERED App No.: 0751493 Reg #: TMA473123 Renewal Date: 03-19-2027
56.	PLAYDIUM & P DESIGN	REGISTERED App No.: 0809480 Reg #: TMA473013 Renewal Date: 03-19-2027
57.	PLAYDIUM.COM	REGISTERED App No.: 1057399 Reg #: TMA576980 Renewal Date: 03-05-2028
58.	POPTOPIA	REGISTERED App No.: 1509817 Reg #: TMA812304 Renewal Date: 11-21-2026
59.	PRINT SKIP SCAN	REGISTERED App No.: 1430136 Reg #: TMA763752 Renewal Date: 04-09-2025
60.	PRINT SKIP SCAN & Design	REGISTERED App. No.: 1430135 Reg #: TMA763753 Renewal Date: 04-09-2025
61.	RESTOPLEX	REGISTERED App No.: 1555148 Reg #: TMA872553 Renewal Date: 03-04-2029
62.	SEE THE BIG PICTURE	REGISTERED App No.: 1759615 Reg #: TMA968542 Renewal Date: 04-19-2032
63.	SERIOUSLY AWESOME POPCORN DESIGN	REGISTERED App No.: 1654451 Reg #: TMA971374 Renewal Date: 05-23-2032

	Trademark	Registration and Application Numbers
64.	SHAKE IT!	REGISTERED App No.: 1838694 Reg #: TMA1011327 Renewal Date: 12-17-2033
65.	SIGHTLINE SEATING	REGISTERED App No.: 0859022 Reg #: TMA527817 Renewal Date: 05-16-2030
66.	SPOTLIGHT DESIGN	REGISTERED App No.: 1030859 Reg #: TMA547686 Renewal Date: 07-05-2031
67.	STAR DESIGN	REGISTERED App No.: 1201631 Reg #: TMA632244 Renewal Date: 02-08-2030
68.	SUPERTICKET	REGISTERED App No.: 1584534 Reg #: TMA898159 Renewal Date: 03-06-2030
69.	THE BACK LOT	REGISTERED App No.: 1362409 Reg No.: TMA722326 Renewal Date: 08-26-2033
70.	THE GRANDE	REGISTERED App No.: 0897504 Reg #: TMA525558 Renewal Date: 03-23-2030
71.	THE REC ROOM	REGISTERED App No.: 1711407 Reg #: TMA949770 Renewal Date: 09-20-2031
72.	THE ULTIMATE PLACE TO PLAY	REGISTERED App No.: 1030889 Reg #: TMA568702 Renewal Date: 10-08-2032

	Trademark	Registration and Application Numbers
73.	THE WORLD'S SMALLEST BOX OFFICE	REGISTERED App No.: 1509818 Reg #: TMA836655 Renewal Date: 11-19-2027
74.	TICKET EXPRESS	REGISTERED App No.: 0796156 Reg #: TMA468854 Renewal Date: 01-15-2027
75.	TICKET EXPRESS & DESIGN	REGISTERED App No.: 0796157 Reg #: TMA468464 Renewal Date: 01-09-2027
76.	ULTRAAVX	REGISTERED App No.: 1481780 Reg #: TMA807476 Renewal Date: 09-23-2026
77.	VEDETTES ET POUSETTES	REGISTERED App No.: 1299060 Reg #: TMA733873 Renewal Date: 02-03-2024
78.	VOYEZ PLUS GRAND	REGISTERED App No.: 1759616 Reg #: TMA968512 Renewal Date: 04-19-2032
79.	XSCAPE	REGISTERED App No.: 1468179 Reg #: TMA798699 Renewal Date: 05-26-2026
80.	XSCAPE & DESIGN	REGISTERED App No.: 1468180 Reg #: TMA798700 Renewal Date: 05-26-2026
81.	YOU'RE GONNA LOVE WATCHING IT HERE	REGISTERED App No.: 0828475 Reg #: TMA483631 Renewal Date: 10-06-2027

	Trademark	Registration and Application Numbers
82.	CINEPLEX CINECLUB	REGISTERED App No.: 2097614 Reg #: TMA1174790 Renewal Date: 04-05-2033
83.	CINECLUB	REGISTERED App No.: 2097615 Reg #: TMA1180453 Renewal Date: 05-17-2033
84.	CINEPASS	REGISTERED App No.: 2094879 Reg #: TMA1174764 Renewal Date: 04-05-2033
85.	CINEPLEX CINEPASS	REGISTERED App No.: 2094878 Reg #: TMA1174763 Renewal Date: 04-05-2033
86.	CINEPLEX PICTURES DESIGN	FORMALIZED App No.: 2293990
87.	THE REC ROOM DESIGN FR	FORMALIZED App No.: 2293989
88.	STARS & STROLLERS	FORMALIZED App No.: 2293712
89.	CINEPLEX PICTURES	FORMALIZED App No.: 2293715
90.	BOUFFE JEUX SPECTACLES	FORMALIZED App No.: 2293714
91.	GALAXY	FORMALIZED App No.: 2293713
92.	EATS & ENTERTAINMENT	FORMALIZED App No.: 2243880
93.	THE REC ROOM DESIGN	FORMALIZED App No.: 2243878
94.	THE REC ROOM DESIGN	FORMALIZED App No.: 2243879

**US Trademark Applications and Registrations
owned by Cineplex Entertainment Limited Partnership**

	Trademark	Registration and Application Numbers
1.	XSCAPE	REGISTERED App. No.: 87645233 Reg. No.: 5807542 Date of Registration: July 16, 2019
2.	XSCAPE ENTERTAINMENT CENTER	REGISTERED App. No.: 87645304 Reg. No.: 5807543 Date of Registration: July 16, 2019

**Trademark Applications and Registrations in Australia and New Zealand
owned by Cineplex Entertainment Limited Partnership**

	Trademark	Registration and Application Numbers
1.	THE REC ROOM	New Zealand REGISTERED App. No.: 1099634 Date of Renewal: August 8, 2028

Common Law Trademarks

NEW PLAY
MELT SWEET CREATIONS
MELT

**Canadian Trademark Applications and Registrations
owned by Famous Players Limited Partnership**

	Trademark	Registration and Application Numbers
1.	ARTCRAFT IN CIRCLE DESIGN (formerly registered to Famous Players-Lasky Corporation)	REGISTERED App No.: 0990774 Reg#: NFLD774
2.	BAR DES STARS	REGISTERED App No.: 1191865 Reg #: TMA622383 Renewal Date: 10-13-2029
3.	BIG SCREEN BIG SOUND BIG DIFFERENCE	REGISTERED App No.: 0880319 Reg #: TMA521288 Renewal Date: 01-11-2030
4.	BIG SCREEN! BIG SOUND!	REGISTERED App No.: 0757820 Reg #: TMA461504 Renewal Date: 08-23-2026
5.	BIG SCREEN SNAX	REGISTERED App No.: 1386313 Reg #: TMA820013 Renewal Date: 03-15-2027
6.	CAFÉ DES ÉTOILES	REGISTERED App No.: 1009061 Reg #: TMA542108 Renewal Date: 03-08-2031
7.	COLISEUM	REGISTERED App No.: 0885705 Reg #: TMA541547 Renewal Date: 02-26-2031
8.	COLISEUM & DESIGN	REGISTERED App No.: 0888284 Reg #: TMA536611 Renewal Date: 11-03-2030
9.	COLOSSUS	REGISTERED App No.: 0885706 Reg #: TMA575923 Renewal Date: 02-19-2033

	Trademark	Registration and Application Numbers
10.	EXPECT MORE	REGISTERED App No.: 1001471 Reg #: TMA527903 Renewal Date: 05-17-2030
11.	EXPECT THE UNEXPECTED	REGISTERED App No.: 0890276 Reg #: TMA513979 Renewal Date: 08-05-2029
12.	FAMOUS	REGISTERED App No.: 1030438 Reg #: TMA578117 Renewal Date: 03-25-2033
13.	FAMOUS FAST LANE	REGISTERED App No.: 0757819 Reg #: TMA449399 Renewal Date: 10-27-2025
14.	FAMOUS FAST LANE & DESIGN	REGISTERED App No.: 0757821 Reg #: TMA457806 Renewal Date: 05-24-2026
15.	FAMOUS KIDS	REGISTERED App No.: 1149538 Reg #: TMA620804 Renewal Date: 09-28-2029
16.	FAMOUS PLAYERS	REGISTERED App No.: 0410733 Reg #: TMA234423 Renewal Date: 07-20-2024
17.	FAMOUS PLAYERS	REGISTERED App No.: 0611441 Reg #: TMA390754 Renewal Date: 11-29-2031
18.	FAMOUS PLAYERS & DESIGN	REGISTERED App No.: 0481432 Reg #: TMA277712 Renewal Date: 03-18-2028
19.	FAMOUS PLAYERS & EXPLODING DESIGN	REGISTERED App No.: 0757817 Reg #: TMA457805 Renewal Date: 05-24-2026

	Trademark	Registration and Application Numbers
20.	FAMOUS PLAYERS & LONG DESIGN	REGISTERED App No.: 0591722 Reg #: TMA366070 Renewal Date: 03-02-2030
21.	FAMOUS PLAYERS & SHORT DESIGN	REGISTERED App No.: 0591723 Reg #: TMA366071 Renewal Date: 03-02-2030
22.	FAMOUS PLAYERS THEATRE	REGISTERED App No.: 0410734 Reg #: TMA234424 Renewal Date: 07-20-2024
23.	FAMOUS PLAYERS THEATRES & DESIGN	REGISTERED App No.: 0410732 Reg #: TMA234422 Renewal Date: 07-20-2024
24.	FAMOUS QUEBEC	REGISTERED App No.: 1149536 Reg #: TMA619688 Renewal Date: 09-15-2029
25.	FAST LANE	REGISTERED App No.: 0757818 Reg #: TMA443390 Renewal Date: 05-26-2025
26.	LETTERBOX	REGISTERED App No.: 1111054 Reg #: TMA590720 Renewal Date: 09-24-2033
27.	POPCORN PARTIES	REGISTERED App No.: 1176216 Reg #: TMA613074 Renewal Date: 06-17-2029
28.	SALON DES STARS	REGISTERED App No.: 1159625 Reg #: TMA616909 Renewal Date: 08-18-2029
29.	SILVER CITY	REGISTERED App No.: 0859192 Reg #: TMA514007 Renewal Date: 08-05-2029

	Trademark	Registration and Application Numbers
30.	STARCITÉ	REGISTERED App No.: 1056240 Reg #: TMA558496 Renewal Date: 02-26-2032
31.	STUFF YOUR SENSES	REGISTERED App No.: 0859191 Reg #: TMA513950 Renewal Date: 08-04-2029
32.	TECH TOWN	REGISTERED App No.: 0815648 Reg #: TMA479364 Renewal Date: 08-01-2027
33.	THE POD	REGISTERED App No.: 0894978 Reg #: TMA513887 Renewal Date: 08-04-2029
34.	UNIVERSITY	REGISTERED App No.: 0562119 Reg #: TMA324376 Renewal Date: 03-06-2032
35.	YOU MAY NEVER WANT TO LEAVE	REGISTERED App No.: 1001472 Reg #: TMA527904 Renewal Date: 05-17-2030

**Canadian Trademark Applications and Registrations
owned by Cineplex Digital Media Inc.**

	Trademark	Registration and Application Numbers
1.	CHANNEL 3 MEDIA	REGISTERED App No.: 1146142 Reg #: TMA610677 Renewal Date: 05-19-2034
2.	DIGIPOST	REGISTERED App No.: 1384973 Reg #: TMA759330 Renewal Date: 02-11-2025

	Trademark	Registration and Application Numbers
3.	DIGIPOST design	REGISTERED App No.: 1384977 Reg #: TMA759448 Renewal Date: 02-12-2025
4.	EK3	REGISTERED App No.: 1146144 Reg #: TMA610736 Renewal Date: 05-09-2034
5.	EK3 Design	REGISTERED App No.: 1146678 Reg #: TMA610563 Renewal Date: 05-18-2034
6.	EK3 MEDIA ENGINE	REGISTERED App No.: 1146143 Reg #: TMA595932 Renewal Date: 11-27-2033
7.	FLEX	FORMALIZED App No.: 1957189
8.	inPulse	REGISTERED App No.: 1114587 Reg #: TMA594805 Renewal Date: 11-14-2033
9.	The evolution of signage. A revolution in simplicity.	REGISTERED App No.: 1384978 Reg #: TMA738398 Renewal Date: 04-21-2024
10.		
11.	smart-store media	REGISTERED App No.: 1429003 Reg #: TMA874661 Renewal Date: 04-01-2029

**US Trademark Applications and Registrations
owned by Cineplex Digital Media Inc.**

	Trademark	Registration and Application Numbers
1.	EK3	REGISTERED App No.: 76480981 Reg #: 2927222 Registration Date: February 22, 2005
2.	EK3 Design	REGISTERED App No.: 76480975 Reg #: 2927221 Registration Date: February 22, 2005
3.	EK3 MEDIA ENGINE	REGISTERED App No.: 76480979 Reg #: 2873449 Registration Date: August 17, 2004
4.	inPulse	REGISTERED App No.: 76484309 Reg #: 2944474 Registration Date: April 26, 2005

**Patent Applications and Patents
owned by Cineplex Digital Media Inc.**

Application No. / Patent No.	Jurisdiction	Title	Status
10032795 8009121	US	Narrowcast media content distribution and display system with content biasing engine	Granted
13220625 8576139	US	Narrowcast media content distribution and display system with content biasing engine	Granted
14071518 9553920	US	Narrowcast media content distribution and display system with content biasing engine	Granted
10095500 7519703	US	Media content display system with presence and damage sensors	Granted

Application No. / Patent No.	Jurisdiction	Title	Status
12382027 8001418	US	Fault detection and correction for single and multiple media players connected to electronic displays, and related devices, methods and systems	Granted
13211264 8433946	US	Fault detection and correction for single and multiple media players connected to electronic displays, and related devices, methods and systems	Granted
13868852 8898510	US	Fault detection and correction for single and multiple media players connected to electronic displays, and related devices, methods and systems	Granted
14547954 10114711	US	Fault detection and correction for single and multiple media players connected to electronic displays, and related devices, methods and systems	Granted

IP Licences

Non-Binding LOI between Cineplex Entertainment Limited Partnership and 3519201 Canada Inc DBA / Grant & Associates for their use of the POPTOPIA trademark to manufacture and sell gourmet popcorn.

Trademark License Agreement between Cineplex Entertainment Limited Partnership and Zast Foods Corporation, dated January 31, 2007, for the use of the Cineplex and Cineplex Design trademarks to manufacture and sell popcorn, nachos, and related products.

Trademark License Agreement between Cineplex Entertainment Limited Partnership and Zast Foods Corporation, dated September 6, 2007, for use of the BIX SCREEN SNAX trademark to manufacture and sell popcorn, nachos, and related products.

The Amended and Restated SCENE Card Program Agreement between Cineplex Entertainment LP, The Bank of Nova Scotia, SCENE GP and SCENE IP LP, dated October 31, 2018, contains reciprocal trademark licenses between Cineplex, Scotiabank and SCENE.

Intellectual Property held by: CINEPLEX INC., GALAXY ENTERTAINMENT INC., CINEPLEX ODEON (QUEBEC) INC., 7088205 CANADA LIMITED, LES FILMS CINEPLEX ODEON QUÉBEC INC., CINEMA 6 BOUCHERVILLE INC., DDC GROUP INTERNATIONAL INC., LES ENTREPRISES CINEMATOGRAFIQUES DE ST-

**HYACINTHE INC., 2921511 CANADA INC., SOCIETE DELSON-DORION S.E.N.C.,
CINEPLEX ENTERTAINMENT CORPORATION and FAMOUS PLAYERS CO.**

1. Nil.

SCHEDULE B

FORM OF JOINDER AGREEMENT

This Joinder Agreement, dated as of March 4, 2024, is delivered pursuant to Section 30 of the omnibus intellectual property security agreement dated as of March 4, 2024 by Cineplex Inc. and the other Debtors party thereto, as debtors, in favour of TSX Trust Company, as Collateral Agent for and on behalf of the Secured Parties (as it may be supplemented, amended, supplemented, restated, modified, extended, renewed, superseded or replaced from time to time, the “**IP Security Agreement**”). Capitalized terms used herein without definition are used as defined in the IP Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 30 of the IP Security Agreement, hereby becomes a party to the IP Security Agreement as a Debtor thereunder with the same force and effect as if originally named as a Debtor therein. Without limiting the generality of the foregoing, the undersigned (i) as security for the due payment and performance of the Secured Debt Obligations, hereby grants to and in favour of the Collateral Agent, on behalf of the Secured Parties, a Lien in the Collateral held by it, and (ii) expressly assumes all obligations and liabilities of a Debtor thereunder. The undersigned hereby agrees to be bound as a Debtor for all purposes of the IP Security Agreement. Attached hereto is an amendment to the IP Security Agreement setting forth details of the Intellectual Property, IP Licenses and the Litigation of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 4 of the IP Security Agreement applicable to it are true and correct on and as of the date hereof as if made on and as of such date.

By acknowledging and agreeing to this Joinder Agreement, the undersigned hereby agrees that this Joinder Agreement may be attached to the IP Security Agreement. This Joinder Agreement may be executed and delivered by facsimile transmission or electronically in PDF format and each of the parties to the IP Security Agreement may rely on such facsimile or electronic PDF signature as though such signature were an original signature.

This Joinder Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of law principles.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[NEW DEBTOR]

By: _____

Name:

Title: