

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOUTHERN THEATRES, L.L.C.		04/29/2005	LIMITED LIABILITY COMPANY: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VSS-SOUTHERN THEATRES LLC		
<b>Street Address:</b>	7907 Wrenwood Blvd. Suite B		
<b>City:</b>	Baton Rouge		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70809		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78539670	HTHE GRAND THEATRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(504)582-8583		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5045828285		
<b>Email:</b>	klandry@joneswalker.com		
<b>Correspondent Name:</b>	Keith Landry		
<b>Address Line 1:</b>	201 St. Charles Avenue		
<b>Address Line 4:</b>	New Orleans, LOUISIANA 70170		
<b>ATTORNEY DOCKET NUMBER:</b>	106119-00		
<b>NAME OF SUBMITTER:</b>	KEITH LANDRY		
<b>Signature:</b>	/KEITH LANDRY/		
<b>Date:</b>	10/20/2005		

OP \$40.00 78539670

**Total Attachments: 3**

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ASSIGNMENT OF SERVICE MARKS

This ASSIGNMENT OF SERVICE MARKS (this "Assignment") is made and entered into effective as of the 29<sup>th</sup> day of April, 2005 (the "Effective Date"), by and between SOUTHERN THEATRES, L.L.C., a Louisiana limited liability company (the "Assignor") and VSS-SOUTHERN THEATRES LLC, a Delaware limited liability company ("Assignee").

RECITALS:

A. Assignor has owned and operated certain movie theaters (the "Business") through five operating companies, namely, Louisiana Theatres, L.L.C., Alexandria Theatres, L.L.C., D'Iberville Theatres, LLC, Conroe Theatres, Limited Partnership and Hattiesburg Theatres, LLC (collectively, the "Operating Companies");

B. Assignor owns certain right, title and interest in and to the service marks "The Grand", "The Grand Theatre", "The Grand of the East" and "The Grand Theatre" logo featuring a lion climbing on the letter "G" (the "Marks") used by the Operating Companies in the Business, including all variations of the Marks, together with all goodwill associated with the Marks relating to the Business;

C. Pursuant to a reorganization completed on the Effective Date (the "Reorganization"), Assignor and the other investors in the Operating Companies sold their interest in the membership units of the Operating Companies to Assignee in exchange for common membership units in Assignee resulting in each of the Operating Companies becoming a wholly-owned subsidiary of Assignee; and

D. Assignor has agreed to execute and deliver this Assignment to Assignee to evidence Assignor's assignment of all of its right, title and interest in and to the Marks to Assignee in connection with the Reorganization effective as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. In consideration for the payment of ten dollars (\$10.00) and other good and valuable consideration received by Assignor in connection with the Reorganization, Assignor hereby assigns and transfers to Assignee, effective as of the Effective Date, the Assignor's entire right, title and interest in and to the Marks, together with all of the goodwill associated therewith, including, without limitation (a) all common law and state law rights to the Marks, (b) the pending Federal application and the Louisiana state registrations for the Marks listed on Exhibit "A" attached hereto and made a part hereof, (c) all rights to apply for any additional registrations for the Marks either in the U.S. or any foreign offices, and any renewals and extensions of any registrations for such Marks, and (d) the right to any causes of action, in law or in equity, for past, present or future infringement of the Marks.

2. Choice of Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Louisiana without regard to conflicts of laws principles.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed effective as of the Effective Date.

**ASSIGNOR:**

**SOUTHERN THEATRES, L.L.C.**

By: *George Solomon*  
Name: George Solomon  
Title: manager

**ASSIGNEE:**

**VSS-SOUTHERN THEATRES LLC**

By: *George Solomon*  
Name: George Solomon  
Title: manager

**EXHIBIT "A"**

<b>MARK</b>	<b>REGISTRATION OR APPLICATION NO.</b>	<b>FILING OR REGISTRATION DATE</b>
H THE GRAND THEATRE	U.S. Application Serial No. 78/539670	12/29/04
THE GRAND THEATRE (Words and Design)	La. Registration	12/2/02

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