

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652593

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	LICENSE		
RESUBMIT DOCUMENT ID:	900605774		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Theatres Entertainment Corporation		11/09/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WinCal, LLC		
Street Address:	120 N. Robertson Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1787159	PACIFIC THEATRES	
Registration Number:	2368501	PACIFIC THEATRES	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441115		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Lauren R. Timmons		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
ATTORNEY DOCKET NUMBER:	363159		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	06/08/2021		
Total Attachments: 10			
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**TRADEMARK LICENSE AGREEMENT
(Pacific Winnetka Theatre)**

This License Agreement (the "Agreement"), is made and entered into on this 9th day of November, 2020 ("Effective Date"), by and between Pacific Theatres Entertainment Corporation, a California corporation ("Licensor") and WinCal, LLC, a California limited liability company ("Licensee").

WHEREAS, Licensor owns the trademarks, service marks and logos set forth in the attached Exhibit A, together with goodwill symbolized thereby (collectively the "Marks"); and

WHEREAS, Licensee owns a theatre location in Chatsworth, California located at 9201 Winnetka Ave, Chatsworth, CA 91311 (referred to herein as the "Winnetka Premises") and leases the Winnetka Premises to Pacific Theatres Exhibition Corp., an affiliate of Licensor ("Tenant") for operation by Tenant of a multi-screen theatre business;

[REDACTED]

WHEREAS, Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license to use the Marks in connection with Licensee's future operation and use of the Winnetka Premises as set forth in this Agreement and pursuant to the terms and conditions of this Agreement.

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

1. Grant of Rights.

(a) License Rights. Subject to the rights reserved by Licensor set forth in Section 2 below, Licensor grants to Licensee during the Term a non-exclusive, royalty-free, non-transferable (except as provided under Section 10 below) right and license to use the Marks solely in connection with the operation and marketing use by Licensee of the Winnetka Premises (the "Business Purpose") with the right to negotiate and execute sublicenses of the Marks (subject to the terms and conditions of this Agreement) solely for the Business Purpose, subject to the applicable quality control provisions of this Agreement. The parties acknowledge and agree that (i) the license grant to Licensee shall not go into effect until such time as Tenant no longer leases the Winnetka Premises for operation of the

theatre business and (ii) Licensee has the right to sublicense its rights hereunder to its designees and future tenants at the Winnetka Premises.

2. **Rights Reserved by Licensor.** Licensee acknowledges Licensor's ownership of the Marks and all goodwill associated with the Marks, and agrees that its use of the Marks and goodwill related thereto shall inure to Licensor's sole benefit. Licensee agrees that Licensee will not at any time during the Term do or permit to be done any act that will impair the rights of the Licensor in and to the Marks or otherwise challenge the validity of the Marks. Licensor reserves (a) the right to assign or otherwise dispose of its Marks subject to the specific rights granted by Licensor to Licensee herein and subject to the terms and conditions of this Agreement, and (b) all other rights Licensor has in the Marks that are not expressly granted by this Agreement, including without limitation each Licensor's exclusive ownership of its Marks.

3. **Quality Control and Approval.**

(a) In connection with the Business Purpose, Licensee shall, and any sublicensee shall be required to, maintain standards of quality that conform to those high-quality standards at least equal to those presently used by Licensor or consistent with any future usage by Licensor. Licensee understands and agrees that any and all uses of the Marks by Licensee in connection with the Business Purpose shall be subject to the reasonable approval and quality control of Licensor. Upon the reasonable request of Licensor, not more than once per year, Licensee shall provide Licensor with notice detailing Licensee's use of the Marks, and provide Licensor a reasonable opportunity to review and approve the use of the Marks; provided, however, that Licensee shall at all times, upon reasonable request of Licensor, provide Licensor an opportunity to review and inspect the use of the Marks. Notwithstanding anything to the contrary in this Section 3(a), Licensor agrees that any use conforming to the high-quality standards presently used, and consistent with the current use by Licensor, or any use by Licensee previously approved by Licensor, is deemed to satisfy the quality control provisions of this Section 3(a). For purposes of clarification, after a use of the Marks is approved (or deemed approved) by Licensor pursuant to this Section, Licensee may continue to use the Marks in a manner consistent with such use without further approval by Licensor. In the event either party becomes aware of, or is informed of, consumer confusion arising from Licensee's use of the Marks in connection with the Business Purpose, the parties will work in good faith to develop appropriate steps to minimize such confusion to the extent possible. It is understood that the rights of Licensor under this Section are granted only to the extent necessary to preserve the respective goodwill in and to protect the validity of the Marks and does not grant rights to Licensor beyond such extent.

(b) For use of the Marks by a sublicensee, Licensor hereby appoints Licensee as its non-exclusive designee to oversee and manage the quality control of (i) the use by the sublicensee of the Marks in accordance with the terms of this Agreement and the applicable sublicense, and (ii) the nature and quality of the services offered by the sublicensee, all in accordance with the terms and conditions of this Agreement. Licensee accepts such appointment and agrees to perform such services in accordance with the terms of this Agreement. For purposes of clarity, this provision only provides for the delegation of quality control services to be provided by Licensee on behalf of Licensor with respect to licensed use of the Marks by sublicensees, and Licensor retains all right, title and interest in and to its Marks and all goodwill arising from the use of the Marks.

(c)

[REDACTED]

4. **Ownership and Maintenance of Marks.** Licensee hereby acknowledges that (a) Licensor is the owner all right, title and interest in and to the Marks and any goodwill related thereto; and (b) Licensee, by reason of this Agreement, does not acquire any right, title, interest or other claim of ownership to the Marks, other than the license granted under this Agreement. During the Term of this Agreement, Licensor will prosecute and maintain the registrations and pending applications for the Marks in full force and effect and shall pay all applicable fees (including, without limitation, all taxes and maintenance fees) and take such other actions to maintain the Marks (and all registrations and pending applications therefor). Licensor will inform Licensee of any voluntary decision by Licensor to abandon or cancel any registration or application for any of the Marks prior to taking any such action. Upon such event, Licensor will, upon Licensee's request, assign, transfer and convey all of its rights, title, and interest in application or registration for such Mark(s) to Licensee, as so requested, at no cost to Licensee, and the license grant to Licensee pursuant to this Agreement will terminate for such Marks upon the effective date of such assignment. Licensor acknowledges and agrees that an essential condition of this Agreement is the protection of the high reputation and quality associated with the Marks, and Licensor agrees that it will not engage in any conduct inconsistent with that high reputation and quality.

5. **Term and Termination.**

- (a) **Term.** This Agreement shall be effective as of the Effective Date and continue in full force and effect until otherwise terminated as provided under Section 5(b) (the "Term").
- (b) **Termination.** The parties may terminate this Agreement in whole or in part at any time upon mutual written consent of the parties. If, during the Term, any of the Marks is invalidated by a third party action or use of the Marks is enjoined by court or regulatory proceeding, the Licensor of the affected Mark will use commercially reasonable efforts to procure the right for Licensee to continue using the affected Mark in accordance with the terms of this Agreement, and if the foregoing is not reasonably possible, this Agreement will be deemed terminated with respect to the affected Mark.

- (c) **Effect of Termination.** Upon the termination of this Agreement in its entirety, (i) all rights in the Marks granted to Licensee hereunder shall automatically revert to Licensor, and Licensee shall have no further rights in or to the Marks and (ii) Licensee and all of its sublicensees shall discontinue all use of the Marks and return to Licensor any and all materials provided to Licensee or its sublicensees by Licensor under this Agreement within a reasonable period of time as necessary taking into consideration the nature and use of the Marks, and in any event within twelve months. In the event of a partial termination of this Agreement with respect to certain Marks, (i) the rights granted to Licensee hereunder with respect to the terminated Marks shall automatically revert to Licensor, and Licensee shall have no further rights in or to those applicable Marks and (ii) Licensee and all of its sublicensees shall discontinue all use of those applicable Marks and return to Licensor any and all materials provided to Licensee or its sublicensees by Licensor under this Agreement with respect to those applicable Marks within a reasonable period of time as necessary taking into consideration the nature and use of the Marks, and in any event within twelve months. Notwithstanding the foregoing, Licensee has no obligation to recall materials (e.g. premiums or related materials) that are (i) not within Licensee's control or (ii) have been distributed or otherwise placed into the stream of commerce and are outside the control of Licensee.

6. **Legends.** Licensee agrees to affix to any materials bearing any of the Marks (including labels, packaging, advertising and promotional materials) any statutory notices or legends reasonably requested by Licensor or otherwise required by applicable law.

7. **Legal Proceedings.** Unless otherwise determined by the parties in writing, Licensor (or its designee) shall have the sole right to determine and carry out, in its discretion, the course of action, if any, that may be appropriate for responding to instances of infringement or other misuse of the Marks, and Licensee shall, at Licensor's request, cooperate fully with Licensor in any action, claim or proceedings brought or threatened in respect of the Marks.

8. **Indemnification.** Except as expressly provided in this Section 8, Licensor does not assume any liability to Licensee, or third parties, for use of the Marks in connection with Licensee's or any of its sublicensee's goods or services. Licensee shall defend, indemnify and hold harmless Licensor and its affiliates, successors and assigns, and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees and expenses), which may be sustained or suffered as a result of (i) the operation or marketing by Licensee of the Winnetka Premises or otherwise in connection with the Business Purpose; or (ii) any breach of this Agreement by Licensee or any sublicensee, including without limitation, any act or omission, which causes or is alleged to cause harm or a violation of any of the rights of any third party or the Marks. Licensor shall defend, indemnify and hold harmless Licensee and its affiliates, successors and assigns, and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including but not limited to, reasonable attorney's fees and expenses), which may be sustained or suffered as a result of any claim that the use of the Marks as authorized under this Agreement infringes or misappropriates the copyright, trademark, or other intellectual property or proprietary rights of a third party.

9. **Relationship of the Parties.** Nothing contained herein shall be construed to create or constitute any employment, agency, partnership or joint venture arrangement by and between the parties. Furthermore, it is understood that neither party has the power or authority, express or implied, to obligate or bind the other party in any manner or thing whatsoever.

10. **Assignment.** Except in the event of a change of control, assignment by operation of law, or in connection with a sale of the Winnetka Premises or other facility owned or operated by Licensee for which the Marks are used pursuant to this Agreement (for which Licensee may freely assign this Agreement), Licensee may not assign or transfer this Agreement in its entirety, without the prior written consent of the Licensor, not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Section 10, this Section 10 shall not prohibit or restrict Licensee from (i) permitting its affiliated designees or sublicensees (including future tenants) from using the Marks solely for the Business Purpose as provided under this Agreement or (ii) freely assigning or sublicensing its right hereunder, without additional payment or further obligation to Licensor, in connection with any lease, conveyance, transfer, sale or assignment of the Winnetka Premises.

11. **Headings.** The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

12. **Notices.** All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given: (a) if sent by first-class registered, certified or recorded delivery mail, return receipt requested, postage prepaid, no later than the fifth (5th) day following the date of deposit in the mail; (b) if delivered personally, when received; (c) if sent by a generally recognized overnight courier service, when received; or (d) if transmitted by facsimile or other telegraphic communications equipment, when confirmed, in each case addressed as follows:

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to Licensee to:

WinCal, LLC
120 N. Robertson Blvd.
Los Angeles, CA 90048
Attn: Legal Department

13. **Entire Agreement.** This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes all prior agreements and understandings between Licensor and Licensee. Except as provided to the contrary herein, all of the provisions of this Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

14. **No Waiver.** Any waiver by Licensor of any breach of or failure to comply with any provision of this Agreement shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any breach of, or failure to comply with, any other provision of this Agreement. No change or modification of this Agreement shall be valid or binding on the parties hereto unless such change or modification shall be in writing and signed by the parties hereto.

15. **Severability.** If at any time, any provision of this Agreement is or becomes illegal, invalid, or unenforceable, under applicable law, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired.

16. **Survival.** Except as otherwise provided in this Agreement, the covenants, representations, warranties and indemnities contained in this Agreement which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire, including, without limitation, Sections 2, 4, 5(c), 7, 8, 9, 12 through 18 (inclusive).

17. **Compliance With Laws.** Licensee agrees to comply with all applicable laws, regulations, and standards relating or pertaining to Licensee's business operations and the use and sublicense of the Marks in accordance with the terms and conditions of this Agreement.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California, United States of America, excluding its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. To the full extent permitted by law, the exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court located in County of Los Angeles, California, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.

[No further text on this page.]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Licensors:

Licensee:

PACIFIC THEATRES ENTERTAINMENT WINCAL, LLC,
CORPORATION,

a California limited liability company

a California Corporation

By: California Drive-In Theatres, Inc.,
a California corporation, its sole member

By: Robert A. Koro

Name: [REDACTED]

Title: Independent Director

By: _____

Name: Jill Saperstein

Title: Secretary

By: _____

Name: [REDACTED]

Title: Independent Director

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Licensors:

PACIFIC THEATRES
ENTERTAINMENT CORPORATION,
a California Corporation

By: _____

Name: [REDACTED]

Title: Independent Director

By: 

Name: [REDACTED]

Title: Independent Director

Licensee:

WINCAL, LLC,
a California limited liability company

By: California Drive-In Theatres, Inc.,
a California corporation, its sole member

By: _____

Name: Jill Saperstein

Title: Secretary

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Licensor:

PACIFIC THEATRES ENTERTAINMENT CORPORATION,
a California Corporation

By: _____
Name: [REDACTED]
Title: Independent Director

By: _____
Name: [REDACTED]
Title: Independent Director

Licensee:

WINCAL, LLC,
a California limited liability company

By: California Drive-In Theatres, Inc.,
a California corporation, its sole member

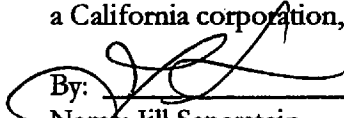

By: 
Name: Jill Saperstein
Title: Secretary

EXHIBIT A

MARKS

Trademark Name/Description	Registration No.	Current Owner	Class & Services	Jurisdiction
“PACIFIC THEATRES” (word mark)	057332	Pacific Theatres Entertainment Corporation	Class 41 Movie Theater services	California
“PACIFIC THEATRES” (word mark)	Reg. No. 1,787,159 Serial No. 74-340640	Pacific Theatres Entertainment Corporation	Class 41 Movie Theater services	U.S. Federal Trademark
“PACIFIC THEATRES AND DESIGN” (service mark with stylized movie projector design logo) 	Reg. No. 2,368,501 (2368501) Serial No. 75-761158 (75761158)	Pacific Theatres Entertainment Corporation	Class 41 Movie Theater services	U.S. Federal Trademark