

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3386098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	THIRD AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
REGAL CINEMA CORPORATION	04/02/2015
A 3 THEATRES OF TEXAS, INC.	04/02/2015
A 3 THEATRES OF SAN ANTONIO, LTD., BY A3 THEATRES OF TEXAS, INC., ITS GENERAL PARTNER	04/02/2015
CONSOLIDATED THEATRES MANAGEMENT, L.L.C.	04/02/2015
EASTGATE THEATRE, INC.	04/02/2015
EDWARDS THEATRES, INC.	04/02/2015
FREDERICK PLAZA CINEMA, INC.	04/02/2015
HOYTS CINEMAS CORPORATION	04/02/2015
INTERSTATE THEATRES CORPORATION	04/02/2015
R.C. COBB II, LLC	04/02/2015
R.C. COBB, INC.	04/02/2015
RCI/FSSC, LLC	04/02/2015
RCI/RMS, LLC	04/02/2015
REGAL CINEMAS HOLDINGS, INC.	04/02/2015
REGAL CINEMAS II, LLC	04/02/2015
REGAL CINEMEDIA CORPORATION	04/02/2015
REGAL GALLERY PLACE, LLC	04/02/2015
REGAL INVESTMENT COMPANY	04/02/2015
RICHMOND I CINEMA, L.L.C.	04/02/2015
UA SWANSEA, LLC	04/02/2015
UNITED ARTISTS PROPERTIES I CORP.	04/02/2015
UNITED ARTISTS REALTY COMPANY	04/02/2015
UNITED ARTISTS THEATRE COMPANY	04/02/2015
REGAL CINEMAS, INC.	04/02/2015

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
Internal Address:	ATTN: BILL O'DALY
City:	NEW YORK

PATENT

State/Country:	NEW YORK
Postal Code:	10010-3629

PROPERTY NUMBERS Total: 6

Property Type	Number
Application Number:	10386366
Application Number:	10458034
Patent Number:	6914662
Application Number:	10641173
Patent Number:	7199857
Application Number:	11099101

CORRESPONDENCE DATA

Fax Number: (212)735-2000
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.
Phone: 2127353000
Email: jselle@skadden.com
Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Address Line 1: FOUR TIMES SQUARE
Address Line 2: SARA MOONEY, LEGAL ASSISTANT
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/1825
NAME OF SUBMITTER:	MEGAN MANFRED
SIGNATURE:	/Megan Manfred/
DATE SIGNED:	06/08/2015

Total Attachments: 13

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**THIRD AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This THIRD AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Third Intellectual Property Security Agreement"), by and among each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse AG, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), amends and restates in full the Second Amended and Restated Intellectual Property Security Agreement, dated as of May 19, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Second Intellectual Property Security Agreement"), which Second Intellectual Property Security Agreement amended and restated in full the Amended and Restated Intellectual Property Security Agreement, dated as of May 10, 2004 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date of the Second Intellectual Property Security Agreement, the "Original Intellectual Property Security Agreement").

WHEREAS, Regal Cinemas Corporation, a Delaware corporation ("Borrower"), has entered into a Seventh Amended and Restated Credit Agreement, dated as of April 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), and Administrative Agent. Undefined capitalized terms used herein have the meanings assigned to them in the Credit Agreement.

WHEREAS, the Grantors have executed and delivered that certain Second Amended and Restated Guaranty and Collateral Agreement, dated as of May 19, 2010, in favor of Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement").

WHEREAS, under the terms of the Credit Agreement, the Guaranty and Collateral Agreement constituted, and such Lien and security interest continues to constitute, a fully-perfected Lien on, and security interest in, all right, title and interest of Borrower and each Guarantor in the Intellectual Property Collateral (as defined below) and the proceeds and products thereof, as security for the Obligations (as defined in the Guaranty and Collateral Agreement), in each case prior and superior in right to any other Person (except Permitted Liens).

WHEREAS, each Grantor and Administrative Agent have agreed to amend and restate the Original Intellectual Property Security Agreement and the Second Intellectual Property Security Agreement, in renewal, amendment, restatement and modification of, but not in extinguishment or novation of, the obligations thereunder, to ensure continuing security for the payment and performance of each Grantor's Obligations under and as defined herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby confirms and reaffirms the grant of the security interest heretofore granted by it under the Original Intellectual Property Security Agreement and Second Intellectual Property Security Agreement, agrees that such Liens continue to secure such Grantor's Obligations under the Credit Agreement and, for the avoidance of doubt but without

in any manner limiting, qualifying, prejudicing or otherwise affecting the previous grant by such Grantor under the Original Intellectual Property Security Agreement or the Second Intellectual Property Security Agreement, hereby grants to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1(a), (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1(b), (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1(c), (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection

therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1(d), (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Third Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Third Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

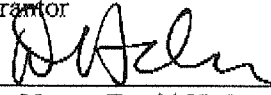
SECTION 4. Governing Law. This Third Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Third Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guaranty and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Third Intellectual Property Security Agreement are in conflict with the Guaranty and Collateral Agreement or the Credit Agreement, the provisions of the Guaranty and Collateral Agreement or the Credit Agreement shall govern.

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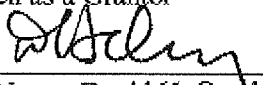
IN WITNESS WHEREOF, the parties hereto have caused this Third Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

REGAL CINEMAS CORPORATION,
as a Grantor

By: 

Name: David H. Ownby
Title: Executive Vice President, Chief Financial Officer and Treasurer

A 3 THEATRES OF TEXAS, INC.
A 3 THEATRES OF SAN ANTONIO, LTD.,
By: A3 THEATRES OF TEXAS, INC., its
General Partner
CONSOLIDATED THEATRES MANAGEMENT,
L.L.C.
EASTGATE THEATRE, INC.
EDWARDS THEATRES, INC.
FREDERICK PLAZA CINEMA, INC.
HOYTS CINEMAS CORPORATION
INTERSTATE THEATRES CORPORATION
R.C. COBB II, LLC
R.C. COBB, INC.
RCI/FSSC, LLC
RCI/RMS, LLC
REGAL CINEMAS HOLDINGS, INC.
REGAL CINEMAS II, LLC
REGAL CINEMEDIA CORPORATION
REGAL GALLERY PLACE, LLC
REGAL INVESTMENT COMPANY
RICHMOND I CINEMA, L.L.C.
UA SWANSEA, LLC
UNITED ARTISTS PROPERTIES I CORP.
UNITED ARTISTS REALTY COMPANY
UNITED ARTISTS THEATRE COMPANY,
each as a Grantor

By: 

Name: David H. Ownby
Title: Vice President & Treasurer

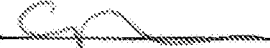
REGAL CINEMAS, INC.,
as a Grantor

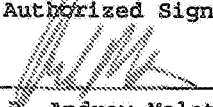
By: 

Name: David H. Ownby
Title: Executive Vice President, Chief Financial Officer and Treasurer

[Third Amended and Restated IP Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: 
Name: Bill O'Daly
Title: Authorized Signatory

By: 
Name: Andrew Maletta
Title: Authorized Signatory




[Third Amended and Restated IP Security Agreement]



PATENT
REEL: 035842 FRAME: 0966

SCHEDULE 1(a)

TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Mark/Trade Name	Registrant/Holder	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration or Status
Misc. Crown Design 	Applicant: Regal Cinemas, Inc.	US	3,849,514	September 21, 2010	Registered
Misc. Crown Design 	Applicant: Regal Cinemas, Inc.	US	3,968,351	May 31, 2011	Registered
REGAL	Regal Entertainment Group	US	3,889,100	December 14, 2010	Registered
REGAL CINEMAS	Regal Cinemas, Inc.	US	1,893,390	May 9, 1995	May 8, 2025 (Renewed)
REGAL CINEMAS (& Horizontal Crown Design) 	Applicant: Regal Cinemas, Inc.	US	3,859,034	October 12, 2010	Registered
REGAL CINEMAS (& Vertical Crown Design) 	Applicant: Regal Cinemas, Inc.	US	3,859,035	October 12, 2010	Registered
REGAL CINEMAS (& Reel Design) 	Registrant: Regal Cinemas, Inc. Holder: Regal Cinemas, Inc.	US	1,887,534	April 4, 1995	April 4, 2015 (Renewed)
REGAL CROWN CLUB	Regal Entertainment Group	US	2,873,693	August 17, 2004	August 17, 2024

Mark/Trade Name	Registrant/Holder	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration or Status
					(Renewed)
REGAL CROWN CLUB (& Design) 	Regal Entertainment Group	US	3,954,852	May 3, 2011	Registered
REGAL ENTERTAINMENT GROUP	Regal Entertainment Group	US	2,945,527	May 3, 2005	May 3, 2025 (Renewed)
REGAL ENTERTAINMENT GROUP (& Design) 	Regal Entertainment Group	US	3,005,531	October 11, 2005	October 11, 2025 (Renewed)
REGAL EXPRESS	Regal Entertainment Group	US	3,147,694	September 26, 2006	Registered
REGAL PREMIUM EXPERIENCE	Regal Entertainment Group	US	3,932,101	March 15, 2011	Registered
RPX	Regal Entertainment Group	US	3,935,300	March 22, 2011	Registered
BE THE FIRST TO SEE IT	Regal Entertainment Group	US	3,760,644	March 16, 2010	Registered
CINEMA ART	Regal Entertainment Group	US	2,890,927	October 5, 2004	October 5, 2024
EDWARDS	Registrant: Edwards Theatres Circuit, Inc. Holder: Edwards Theatres, Inc.	US	2,038,191	February 18, 1997	February 18, 2017 (Renewed)
E (& Design) 	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	US	2,282,837	October 5, 1999	October 5, 2019 (Renewed)

Mark/Trade Name	Registrant/Holder	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration or Status
E (& Design) 	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	538,504	December 11, 2000	December 11, 2015
E (& Design) 	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	US	2,284,802	October 12, 1999	October 12, 2019 (Renewed)
ESCAPE TO THE MOVIES	Regal Entertainment Group	US	3,711,406	November 17, 2009	Registered
GO BIG OR GO HOME.	Regal Entertainment Group	US	4,135,110	May 1, 2012	Registered
GRAB A MOVIE CATCH THE CREDITS	Regal Entertainment Group	US	3,615,821	May 5, 2009	Registered
LIGHTS, CAMERA, RECLINE!	Regal Entertainment Group	US	86/391,085	September 10, 2014 (Application filing date)	Pending
PILE UP THE REWARDS	Regal Entertainment Group	US	3,615,820	May 5, 2009	Registered
CORPORATE BOX OFFICE	Registrant: Regal CineMedia Corporation	US	3,022,182	November 29, 2005	November 29, 2025 (Renewed)
SHINE FOR A BRIGHTER TOMORROW	Regal Entertainment Group	US	3,116,489	July 18, 2006	Registered
THE BEST PICTURE YOU'VE EVER HEARD	Regal Entertainment Group	US	3,945,420	April 12, 2011	Registered
WE DO ENTERTAINMENT BIG	Regal Entertainment Group	US	3,957,783	May 10, 2011	Registered

Mark/Trade Name	Registrant/Holder	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration or Status
WINE, DINE & RECLINE	Regal Entertainment Group	US	86/400,313	September 19, 2014 (Application filing date)	Pending

SCHEDULE 1(b)

PATENTS

Applicant/ Assignee	Docket#/Title	Jurisdiction	Application Number	Date of Application	Patent No./Issue Date
Regal Cinemedia Corporation	REGA0001 System and Method for Scheduling In-Theatre Advertising	USPTO	10/386,366	03/11/2003	n/a
Regal Cinemedia Corporation	REGA0001 CIP System and Method for Scheduling Digital Cinema Content	USPTO	10/458,034	06/10/2003	n/a
Regal Cinemedia Corporation	REGA0001 EPO System and Method for Scheduling In-Theatre Advertising	EPO	03816280.6	12/12/2003	n/a
Regal Cinemedia Corporation	REGA0001 JPN System and Method for Scheduling In-Theatre Advertising And Digital Content	Japan	569421/2004	12/12/2003	n/a dropped
Regal Cinemedia Corporation	REGA0001 CAN System and Method for Scheduling In-Theatre Advertising	Canada	2,518,500	12/12/2003	n/a
Regal Cinemedia Corporation	REGA0002 Digital Projector Automation	USPTO	10/458,589	06/10/2003	6,914,662 07/05/2005
Regal Cinemedia Corporation	REGA0002 EPO Digital Projector Automation	EPO	04718127.6	03/05/2004	n/a
Regal Cinemedia Corporation	REGA0002 JPN Digital Projector Automation	Japan	532316/2006	03/05/2004	n/a
Regal Cinemedia Corporation	REGA0002 AUS Digital Projector Automation	Australia	2004256701	03/05/2004	2004256701 08/27/2009
Regal Cinemedia Corporation	REGA0002 CAN Digital Projector Automation	Canada	2,528,462	03/05/2004	n/a
Regal Cinemedia Corporation	REGA0003 System and Method for Selling Presentation Times in a Digital Media Stream	USPTO	10/641,173	08/14/2003	n/a
Regal Cinemedia Corporation	REGA0004 Digital Controller Unit for Projector Automation Systems	USPTO	11/099,099	04/05/2005	7,199,857 04/03/2007
Regal Cinemedia Corporation	REGA0004 PCT Digital Controller Unit for Projector Automation Systems	WIPO	PCT/US2006/ 010190	03/21/2006	n/a PCT complete
Regal Cinemedia Corporation	REGA0004 CA Digital Controller Unit for Projector Automation Systems	CA	2,603,392	03/21/2006	n/a
Regal Cinemedia Corporation	REGA0004 PCT Digital Controller Unit for Projector Automation Systems	EP	06748507.8	03/21/2006	n/a

Regal Cinemedia Corporation	REGA0004 PCT Digital Controller Unit for Projector Automation Systems	AU	2006232969	03/21/2006	n/a
Regal Cinemedia Corporation	REGA0005 Multi-Channel Audio Switch	USPTO	11/099,101	04/05/2005	n/a
Regal Cinemedia Corporation	REGA0005 PCT Multi-Channel Audio Switch	WIPO	PCT/US2006/ 010188	03/21/2006	n/a PCT complete

SCHEDULE 1(c)

COPYRIGHTS

Copyright Name	Registrant	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration
WORLD OF ENTERTAINMENT Version 1	Regal CineMedia Corporation	USCO	VA-1-247-224	December 17, 2003	2098
WORLD OF ENTERTAINMENT Version 2	Regal CineMedia Corporation	USCO	VA-1-260-390	December 17, 2003	2098

SCHEDULE 1(d)

INTELLECTUAL PROPERTY LICENSES

1. The advertising agreement entered into with the party below and other advertising agreements as entered into the ordinary course of business:

- Fandango, Inc.

2. The software license agreements entered into with the parties below and other software license agreements as entered into in the ordinary course of business:

- Amended and Restated Software License Agreement by and among Regal CineMedia Corporation, American Multi-Cinema, Inc., Cinemark USA, Inc., and National CineMedia, LLC

3. The concessions and soft drink agreements entered into with the parties below and other concessions and soft drink agreements as entered into in the ordinary course of business:

- Coca-Cola

4. Amended and Restated Exhibitor Services Agreement, between Regal Cinemas, Inc. and National CineMedia, LLC.

5. Other licenses, sublicenses and agreements pursuant to theater equipment licenses, film products and on-screen content, all as entered into in the ordinary course of business.