

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4304886

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENTS (SECOND LIEN)	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	VIP CINEMA, LLC	03/01/2017
RECEIVING PARTY DATA		
Name:	BNP PARIBAS, AS COLLATERAL AGENT	
Street Address:	787 SEVENTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Application Number:	15155004
	Application Number:	15155929
	PCT Number:	US1632585
	PCT Number:	US1632758
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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:	714-540-1235	
Email:	ipdocket@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000	
Address Line 4:	COSTA MESA, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	049018-0075	
NAME OF SUBMITTER:	ANNA T KWAN	
SIGNATURE:	/ATK/	
DATE SIGNED:	03/06/2017	
Total Attachments: 5		
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GRANT OF SECURITY INTEREST
IN PATENTS

This Grant of Security Interest in Patents, dated as of March 1, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of BNP Paribas, as collateral agent, (the “Collateral Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Second Lien Security Agreement among the Grantors, the other assignors from time to time party thereto and the Collateral Agent, dated as of March 1, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral

SECTION 2.1. Each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country or group of countries, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor’s use of any patents, (c) all inventions and improvements described and claimed therein, (d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, (f) all rights corresponding thereto throughout the world and (g) rights to sue for past, present or future infringements thereof.

SECTION 3. Security Agreement.

This Agreement has been executed in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed by facsimile or other electronic imaging transmission and in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

VIP CINEMA, LLC, Grantor

By 

Name: Stephen L. Simons

Title: Chief Executive Officer,
President, and Treasurer

BNP PARIBAS, as Collateral Agent

By _____

Name:

Title:

[Signature Page to Second Lien Grant of Security Interests in Patents]

PATENT
REEL: 041892 FRAME: 0756

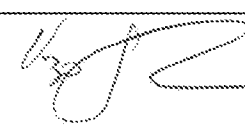
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

VIP CINEMA, LLC, Grantor

By _____
Name: Stephen L. Simons
Title: Chief Executive Officer,
President, and Treasurer

BNP PARIBAS, as Collateral Agent

By _____
Name: 
Title: Peter Fritz
Vice President

By _____
Name: 
Title: Uzo Arinzeh
Director

[Signature Page to Second Lien Grant of Security Interests in Patents]

PATENTS AND PATENT APPLICATIONS

Title	Application No.	Filing Date	Patent No.	Issue Date
Motor Driven Sloped Floor Recline Mechanism for a Theater Seat	15/155,004	05/14/2016	N/A	N/A
Motor Driven Sloped Floor Recline Mechanism for a Theater Seat	PCT 1632585	05/16/2016	N/A	N/A
Dual Motion Sloped Floor Recline Mechanism for a Theater Seat	15/155,929	05/16/2016	N/A	N/A
Dual Motion Sloped Floor Recline Mechanism for a Theater Seat	PCTUS1632758	05/16/2016	N/A	N/A