

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BNP PARIBAS	09/27/2019
RECEIVING PARTY DATA		
Name:	OAKTREE FUND ADMINISTRATION, LLC	
Street Address:	333 S. GRAND AVENUE	
Internal Address:	28TH FLOOR	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90071	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	10118508	
PCT Number:	US1632585	
Application Number:	16169904	
Patent Number:	10188213	
PCT Number:	US1632758	
Application Number:	16228644	
CORRESPONDENCE DATA		
Fax Number:	(212)806-6006	
<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>		
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Correspondent Name:	STROOCK & STROOCK & LAVAN LLP	
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Address Line 2:	JEFFREY MANN	
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ATTORNEY DOCKET NUMBER:	006265/0006	
NAME OF SUBMITTER:	JEFFREY MANN	
SIGNATURE:	/Jeffrey Mann/	

DATE SIGNED:	10/02/2019
Total Attachments: 5 source=VIP -IP Assignment Agreement - Patents (Executed)#page1.tif source=VIP -IP Assignment Agreement - Patents (Executed)#page2.tif source=VIP -IP Assignment Agreement - Patents (Executed)#page3.tif source=VIP -IP Assignment Agreement - Patents (Executed)#page4.tif source=VIP -IP Assignment Agreement - Patents (Executed)#page5.tif	

Assignment and Assumption of Patent Security Agreement

This ASSIGNMENT AND ASSUMPTION OF PATENT SECURITY AGREEMENT (this “Assignment and Assumption”) effective as of September 27, 2019 (“Effective Date”) is made by BNP Paribas, a Société anonyme organized in France, having an address of 787 Seventh Avenue, New York, NY 10019 as resigning Collateral Agent, as assignor (“Assignor”) and Oaktree Fund Administration, LLC, a Delaware limited liability company having an address of 333 S. Grand Avenue, 28th Floor, Los Angeles, CA 90071 as successor Collateral Agent, as assignee (“Assignee”);

WHEREAS, VIP Cinema, LLC, a Mississippi limited liability company having an address of 101 Industrial Drive, New Albany, Union County, Mississippi 38652 (“Grantor”) and Assignor entered into that certain Grant of Security Interest in Patents dated March 1, 2017 (“Patent Security Agreement”) pursuant to that certain Second Lien Security Agreement between VIP Cinema Holdings, Inc. (“Borrower”), HIG Cinema Intermediate Holdings, Inc. (“Holdings”), Assignor and the other parties party thereto from time to time dated March 1, 2017, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”) and that certain Second Lien Credit Agreement dated March 1, 2017 between Holdings, Borrower, Merger sub and the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, BNP Paribas, as Administrative Agent and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) pursuant to which Assignor received from Grantor a security interest in certain intellectual property, including, but not limited to, the patents and patent applications set forth on Exhibit A, including such other patent rights set forth in the Patent Security Agreement (“Patent Collateral”) which Patent Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 41892 Frame 0752; and

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement dated as of the date hereof by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties (“Instrument”), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Patent Security Agreement.

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

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Patent Security Agreement and the Patent Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the


Commissioner for Patents to record this Assignment and Assumption in the USPTO with respect to the Patent Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BNP PARIBAS, as Assignor

By: 
Name: Yung Ma
Title: Vice President

By: 
Name: Kwang Kyun Choi
Title: Vice President

Accepted:

OAKTREE FUND ADMINISTRATION, LLC

By: Oaktree Capital Management, L.P.

Its: Managing Member

By: 

Name: Milwood Hobbs, JR.

Title: Managing Director

By: 

Name: Mary Gallegly

Title: Senior Vice President

[Signature Page to Assignment and Assumption of Patent Security Agreement]

Exhibit A

Patent Collateral

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	10,118,508	11/6/2018
Motor Driven Sloped Floor Recline Mechanism for a Theater Seat	PCT/US16/32585	05/16/2016	N/A	N/A
Motor Driven Sloped Floor Recline Mechanism for a Theater Seat	16/169,904	10/24/2018	N/A	N/A
Dual Motion Sloped Floor Recline Mechanism for a Theater Seat	15/155,929	05/16/2016	10,188,213	1/29/2019
Dual Motion Sloped Floor Recline Mechanism for a Theater Seat	PCT/US16/32758	05/16/2016	N/A	N/A
Dual Motion Sloped Floor Recline Mechanism for a Theater Seat	16/228,644	12/20/2018	N/A	N/A