

04-03-2002

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3-27-02
Loews Chicago Cinemas, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Illinois
 Other _____

2. Name and address of receiving party(ies)
Name: Bankers Trust Company
Internal Address: _____
Street Address: 31 West 52nd Street
City: New York State: NY Zip: 10019
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Trademark Security Interest
Execution Date: 3/21/02

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
see attached

B. Trademark Registration No.(s)
see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard Feldman
Internal Address: O'Melveny & Myers LLP
Street Address: 153 East 53rd Street
City: New York State: NY Zip: _____

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard Feldman
Name of Person Signing

Richard Feldman
Signature

3/26/02
Date

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04/02/2002 DBYRNE 00000213 1473571 Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
48 Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Entity	United States Trademark Description	Registration Number	Registration Date
Loews Chicago Cinemas, Inc.	Old Orchard	1,473,571	1/19/88

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, LOEWS CHICAGO CINEMAS, INC., an Illinois corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, LOEWS CINEPLEX ENTERTAINMENT CORPORATION, a Delaware corporation (“Company”), and CINEPLEX ODEON CORPORATION, a Canadian corporation (“Canadian Borrower”; Company and Canadian Borrower being each individually referred to herein as a “Borrower” and, collectively, as the “Borrowers”) have entered into a Priority Secured Credit Agreement dated as of March 21, 2002 (said Priority Secured Credit Agreement, as it may be hereafter amended, restated, supplemented or otherwise modified from time to time, being the “Priority Secured Credit Agreement”) with the financial institutions named therein as Lenders (collectively, together with their respective successors and assigns party to the Priority Secured Credit Agreement from time to time, “Priority Secured Lenders”), BANKERS TRUST COMPANY, as US Administrative Agent for Priority Secured Lenders (in such capacity, “US Administrative Agent”), and DEUTSCHE BANK CANADA, as CN Administrative Agent for Priority Secured Lenders (in such capacity, the “CN Administrative Agent”), GENERAL ELECTRIC CAPITAL CORPORATION, as syndication agent, and DEUTSCHE BANK ALEX. BROWN INC., as sole and exclusive arranger, pursuant to which Priority Secured Lenders have made certain commitments, subject to the terms and conditions set forth in the Priority Secured Credit Agreement, to extend certain first priority credit facilities to Borrowers as set forth in the Priority Secured Credit Agreement; and

WHEREAS, Company has also entered into a Term Loan Agreement dated as of March 21, 2002 (said Term Loan Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “Term Loan Agreement”; the Priority Secured Credit Agreement and the Term Loan Agreement being collectively referred to herein as the “Credit Agreements”) with the financial institutions named therein as Lenders (collectively, together with their respective successors and assigns party to the Term Loan Agreement from time to time, “Term Lenders”; Priority Secured Lenders and Term Lenders being collectively referred to herein as “Lenders”), and BANKERS TRUST COMPANY, as Administrative Agent for the Term Lenders (in such capacity, “Term Loan Administrative Agent”), pursuant to which Term Lenders have made certain commitments, subject to the terms and conditions set forth in the Term Loan Agreement, to extend certain second priority restructured senior secured term credit facilities to Company as set forth in the Term Loan Agreement; and

WHEREAS, BANKERS TRUST COMPANY has been appointed Collateral Agent, US Administrative Agent for Priority Secured Lenders, and Term Loan Administrative Agent for Term Loan Lenders (in such capacity, “Secured Party”); and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the “Lender Interest Rate Agreements”) with one or more Persons that are Priority Secured Lenders or Affiliates of

Priority Secured Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of March 21, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under each of the Credit Agreements, the Term Loan Documents and the Priority Secured Loan Documents (as defined in the Priority Secured Credit Agreement) and all obligations of Company under the Lender Interest Rate Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 21, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise

with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (ii) whatever is collected on, or distributed on account of, the Trademark Collateral; (iii) rights arising out of the Trademark Collateral; (iv) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (v) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and whatever is receivable or received when the Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21st day of March , 2002.

LOEWS CHICAGO CINEMAS, INC.

By: 
Name: John Walker
Title: Senior VP, CFO, and Treasurer