

06-03-1998



100726381

MRD 5-22-98

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Loews Theatre Management Corporation
Loews Lincoln Theatre Holding Corp.
Loew's California Theatres, Inc.
Plitt Theatres, Inc.
RKO Century Warner Theatres, Inc.
The Walter Reade Organization, Inc.

2. Name and address of receiving party:

Bankers Trust Company, as Agent
One Bankers Trust Plaza
130 Liberty Street
New York, New York 10006

3. Nature of conveyance: Trademark Security Agreement

Execution Date: As of May 14, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos.	B. Trademark Registration Nos.	
75-459006	1699521	1581933
	1747519	1580635
	2113044	1579493
	1283679	1593467
	1480084	1619093
	1479072	1619094
	1568872	



5. Name and address of party to whom correspondence concerning document should be mailed:

John Halpin
O'Melveny & Myers LLP
Citicorp Center
153 East 53rd Street, 54th Floor
New York, NY 10022

6. Total number of applications and registrations involved 14

7. Total fee:

\$ 365 (Enclosed)

8. Deposit Account Number:

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.

John Halpin
Name of Person Signing

Signature

5/21/98
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS:

06/02/1998 DDCATES 00000214 7549006

01 FC:481 40.00 DP
02 FC:482 325.00 DP

SCHEDULE A TO
SUBSIDIARY TRADEMARK SECURITY AGREEMENT

<u>Subsidiary</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
LTM New York, Inc.	None		
LTM Spanish Holdings Inc.	None		
Loews Theatre Management Corp.	“Loews” “Metroplex” “Reel Java” No trademark name; design only	1699521 1747519 213044 U.S. application pending; serial no. 75-459006	July 7, 1992 January 19, 1993 November 11, 1997 Application Filed March 30, 1998
Star Theatres, Inc. (previously “Loews Theatre Enterprises, Inc.”)	None		
Star Theatres of Michigan, Inc.	None		
Rochester Hills Star Theatres, Inc.	None		
Taylor Star Theatres, Inc.	None		
Loews USA Cinemas Inc.	None		
S & J Theatres Inc.	None		
Hawthorne Amusement Corporation	None		
Hinsdale Amusement Corporation	None		
Loews Bay Terrace Cinemas, Inc.	None		
Loews Boulevard Cinemas, Inc.	None		
Loews Broadway Cinemas, Inc.	None		
Loews Crystal Run Cinemas, Inc.	None		
Loews Dewitt Cinemas, Inc.	None		
Loews East Village Cinemas, Inc.	None		
Loews Elmwood Cinemas, Inc.	None		
Loews Fine Arts Cinemas, Inc.	None		
Loews Greece Cinemas, Inc.	None		
Loews Levittown Cinemas, Inc.	None		
Loews Lincoln Theatre Holding Corp.	“IMAX [®] ”	1283679	June 26, 1984
Loews Monroe Cinema, Inc.	None		
Loews Orpheum Cinemas, Inc.	None		
Loews Palisades Center Cinemas, Inc.	None		
Loews Paradise Cinemas, Inc.	None		
Loews Pittsford Cinemas, Inc.	None		
Loews Roosevelt Field Cinemas, Inc.	None		
Loews South Shore Cinemas, Inc.	None		
Loews Stonybrook Cinemas, Inc.	None		
Loews 34th St. Showplace Cinemas, Inc.	None		
Loews Towne Cinemas, Inc.	None		
Loews Trylon Theatre, Inc.	None		
Loews Westgate Cinemas, Inc.	None		
Poli-New England Theatres, Inc.	None		
Putnam Theatrical Corporation	None		

71st & 3rd Ave. Corp.	None		
Tri-Son Supply Corp.	None		
Westchester Cinemas, Inc.	None		
Cinema 275 East, Inc.	None		
Cityplace Cinemas, Inc.	None		
Colorado Cinemas, Inc.	None		
Crestwood Cinemas, Inc.	None		
District Amusement Corporation	None		
Eton Amusement Corporation	None		
Forty-Second Street Cinemas, Inc.	None		
Fountain Cinemas, Inc.	None		
Gerard Theatre Corporation	None		
Kips Bay Cinemas, Inc.	None		
Lance Theatre Corporation	None		
Liberty Tree Cinema Corp.	None		
Loews Akron Cinemas, Inc.	None		
Loews Arlington Cinemas, Inc.	None		
Loews Arlington West Cinemas, Inc.	None		
Loews Astor Plaza, Inc.	None		
Loews Baltimore Cinemas, Inc.	None		
Loews Berea Cinemas, Inc.	None		
Loew's California Theatres, Inc.	"IMAX [®] "	1283679	June 26, 1984
Loews Cedar Cinemas, Inc.	None		
Loews Centerpark Cinemas, Inc.	None		
Loews Century Mall Cinemas, Inc.	None		
Loews Cheri Cinemas, Inc.	None		
Loews Cherry Tree Mall Cinemas, Inc.	None		
Loews Chicago Cinemas, Inc.	None		
Loews Chisholm Place Cinemas, Inc.	None		
Loews Cinemas Advertising, Inc.	None		
Loews Clarksville Cinemas, Inc.	None		
Loews Connecticut Cinemas, Inc.	None		
Loews Coral Spring Cinemas, Inc.	None		
Loews Deauville Gulf Cinemas, Inc.	None		
Loews Deauville Kingwood Cinemas, Inc.	None		
Loews Deauville North Cinemas, Inc.	None		
Loews Deauville Southwest Cinemas, Inc.	None		
Loews East Hanover Cinemas, Inc.	None		
Loews Exhibition Ride Inc.	None		
Loews Fort Worth Cinemas, Inc.	None		
Loews Freehold Mall Cinemas, Inc.	None		
Loews Fresh Pond Cinemas, Inc.	None		
Loews Front Street Cinemas, Inc.	None		
Loews Fuqua Park Cinemas, Inc.	None		
Loews Greenwich Cinemas, Inc.	None		
Loews Greenwood Cinemas, Inc.	None		
Loews Harmon Cove Cinemas, Inc.	None		
Loews Houston Cinemas, Inc.	None		
Loews I-45 Cinemas, Inc.	None		
Loews Indiana Cinemas, Inc.	None		

Loews Kentucky Cinemas, Inc.	None		
Loews Lafayette Cinemas, Inc.	None		
Loews Lincoln Plaza Cinemas, Inc.	None		
Loews Louisville Cinemas, Inc.	None		
Loews Meadowland Cinemas 8, Inc.	None		
Loews Meadowland Cinemas, Inc.	None		
Loews Memorial City Cinemas, Inc.	None		
Loews Merrillville Cinemas, Inc.	None		
Loews Montgomery Cinemas, Inc.	None		
Loews Mountainside Cinemas, Inc.	None		
Loews New Jersey Cinemas, Inc.	None		
Loews Newark Cinemas, Inc.	None		
Loews Norgate Cinemas, Inc.	None		
Loews Norwalk Cinemas, Inc.	None		
Loews Operational Ride Theaters Inc.	None		
Loews Orland Park Cinemas, Inc.	None		
Loews Park Central Cinemas, Inc.	None		
Loews Pembroke Pines Cinemas, Inc.	None		
Loews Pentagon City Cinemas, Inc.	None		
Loews Piper's Theatres, Inc.	None		
Loews Pocono Cinemas, Inc.	None		
Loews Preston Park Cinemas, Inc.	None		
Loews Richmond Mall Cinemas, Inc.	None		
Loews Ridgefield Park Cinemas, Inc.	None		
Loews Rolling Meadows Cinemas, Inc.	None		
Loews Saks Cinemas, Inc.	None		
Loews Showboat Cinemas, Inc. (formerly known as Loews Showboat, Inc.)	None		
Loews Southland Cinemas, Inc.	None		
Loews Theatres Clearing Corp.	None		
Loews Toms River Cinemas, Inc.	None		
Loews Vestal Cinemas, Inc.	None		
Loews Washington Cinemas, Inc.	None		
Loews West Cinemas, Inc.	None		
Loews West Long Branch Cinemas, Inc.	None		
Loews Westerville Cinemas, Inc.	None		
Loews Westport Cinemas, Inc.	None		
Loews Williston Cinemas, Inc.	None		
Loews Worldgate Cinemas, Inc.	None		
Loews Yorktown Cinemas, Inc.	None		
Loews-Hartz Music Makers Theatres, Inc.	None		
Andy Candy Co., Inc.	None		
Castle Theatre Corp.	None		
Cinnaminson Theatre Corp.	None		
Circle Twin Cinema Corp.	None		
Freehold Cinema Center, Inc.	None		
Middlebrook Theatre Corporation	None		
Music Makers Theatres, Inc.	None		
Berkeley Cinema Corp.	None		
Brick Plaza Cinemas, Inc.	None		

Bricktown Picture Corp.	None		
College Theatre Corp.	None		
New Brunswick Cinemas, Inc.	None		
Crofton Quad Corporation	None		
H&M Cinema Corporation	None		
East Windsor Picture Corp.	None		
Eatontown Theatre Corp.	None		
Freehold Picture Corp.	None		
Mall Picture Corp.	None		
Paramay Picture Corp.	None		
Toms River Theatre Corp.	None		
Quad Cinema Corp.	None		
Red Bank Theatre Corporation	None		
Stroud Mall Cinemas, Inc.	None		
Triangle Theatre Corp.	None		
Massachusetts Cinema Corp.	None		
Minnesota Cinemas, Inc.	None		
Nutmeg Theatre Circuit, Inc.	None		
Parkchester Amusement Corporation	None		
Parsippany Theatre Corp.	None		
Plainville Cinemas, Inc.	None		
Talent Booking Agency, Inc.	None		
Theater Holdings, Inc.	None		
Crescent Advertising Corporation	None		
Downstate Theatre Corporation	None		
Fall River Cinema, Inc.	None		
Loews Brookfield Cinemas, Inc.	None		
Loews Post Cinemas, Inc.	None		
Midstate Theatre Corp.	None		
U.S.A. Cinemas, Inc.	None		
Loews Bristol Cinemas, Inc.	None		
Loews Burlington Cinemas, Inc.	None		
Loews Holiday Cinemas, Inc.	None		
Loews Mohawk Mall Cinemas, Inc.	None		
Mid-States Theatres, Inc.	None		
Beaver Valley Cinemas, Inc.	None		
Campus Cinemas, Inc.	None		
Cine West, Inc.	None		
Cinema Development Corporation	None		
Cinema Investments, Inc.	None		
Continent Cinemas, Inc.	None		
D.H. Garfield Advertising Agency, Inc.	None		
Flat Woods Theater Corporation	None		
I-75 Theatres, Inc.	None		
J-Town Cinemas, Inc.	None		
Lexington Mall Cinemas Corporation	None		
Lexington North Park Cinemas, Inc.	None		
Lexington South Park Cinemas, Inc.	None		
Mickey Amusements, Inc.	None		
Midcin Inc.	None		

Midtown Cinema, Inc.	None		
Montclair Cinemas, Inc.	None		
Oxmoor Cinemas, Inc.	None		
Plaza Cinemas, Inc.	None		
Raceland Cinemas, Inc.	None		
Salem Mall Theatre, Inc.	None		
Sycamore Theatre, Inc.	None		
Times Theatres Corporation	None		
Towne Center Cinemas, Inc.	None		
Tri-County Cinemas, Inc.	None		
Westland Cinemas, Inc.	None		
Moviehouse Cinemas, Inc.	None		
Nickelodeon Boston, Inc.	None		
Northern New England Theatres, Inc.	None		
Sack Theatres, Inc.	None		
Village Cinemas, Inc.	None		
Webster Chicago Cinemas, Inc.	None		
White Marsh Cinemas, Inc.	None		
Woodridge Cinemas, Inc.	None		
Plitt Theatres, Inc.	"NTI" (Stylized) "NTI"	1480084 1479072	March 8, 1988 March 1, 1988
RKO Century Warner Theatres, Inc.	"Art Theatre"	N. Y. S8682	April 4, 1985
The Walter Reade Organization, Inc.	"Baronet" "Walter Reade" "Waverly" "Coronet" "Ziegfeld" "23 rd Street West" "34 th Street East"	1568872 1581933 1580635 1579493 1593467 1619093 1619094	November 28, 1989 February 6, 1990 January 30, 1990 January 23, 1990 April 24, 1990 October 23, 1990 October 23, 1990
Plitt Southern Theatres, Inc.	None		
Cineplex Odeon Films, Inc.	None		
Cineplex Odeon Films International, Inc.	None		
C.O.H. Entertainment, Inc.	None		
Sedgwick Music Company	None		

SCHEDULE B TO
SUBSIDIARY TRADEMARK SECURITY AGREEMENT

<u>Subsidiary</u>	<u>Trademark Description</u>	<u>Security Interest in Trademark</u>
LTM New York, Inc.	None	N/A
LTM Spanish Holdings Inc.	None	N/A
Loews Theatre Management Corp.	"Loews" "Metroplex" "Reel Java" Pending US Application for trademark filed March 30, 1998: no trademark name, design only	None None None N/A
Star Theatres, Inc. (previously "Loews Theatre Enterprises, Inc.")	None	N/A
Star Theatres of Michigan, Inc.	None	N/A
Rochester Hills Star Theatres, Inc.	None	N/A
Taylor Star Theatres, Inc.	None	N/A
Loews USA Cinemas Inc.	None	N/A
S & J Theatres Inc.	None	N/A
Hawthorne Amusement Corporation	None	N/A
Hinsdale Amusement Corporation	None	N/A
Loews Bay Terrace Cinemas, Inc.	None	N/A
Loews Boulevard Cinemas, Inc.	None	N/A
Loews Broadway Cinemas, Inc.	None	N/A
Loews Crystal Run Cinemas, Inc.	None	N/A
Loews Dewitt Cinemas, Inc.	None	N/A
Loews East Village Cinemas, Inc.	None	N/A
Loews Elmwood Cinemas, Inc.	None	N/A
Loews Fine Arts Cinemas, Inc.	None	N/A
Loews Greece Cinemas, Inc.	None	N/A
Loews Levittown Cinemas, Inc.	None	N/A
Loews Lincoln Theatre Holding Corp.	"IMAX SM "	None
Loews Monroe Cinema, Inc.	None	N/A
Loews Orpheum Cinemas, Inc.	None	N/A
Loews Palisades Center Cinemas, Inc.	None	N/A
Loews Paradise Cinemas, Inc.	None	N/A
Loews Pittsford Cinemas, Inc.	None	N/A
Loews Roosevelt Field Cinemas, Inc.	None	N/A
Loews South Shore Cinemas, Inc.	None	N/A
Loews Stonybrook Cinemas, Inc.	None	N/A
Loews 34th St. Showplace Cinemas, Inc.	None	N/A
Loews Towne Cinemas, Inc.	None	N/A
Loews Trylon Theatre, Inc.	None	N/A
Loews Westgate Cinemas, Inc.	None	N/A
Poli-New England Theatres, Inc.	None	N/A

Putnam Theatrical Corporation	None	N/A
71st & 3rd Ave Corp	None	N/A
Tri-Son Supply Corp.	None	N/A
Westchester Cinemas, Inc.	None	N/A
Cinema 275 East, Inc.	None	N/A
Cityplace Cinemas, Inc.	None	N/A
Colorado Cinemas, Inc.	None	N/A
Crestwood Cinemas, Inc.	None	N/A
District Amusement Corporation	None	N/A
Eton Amusement Corporation	None	N/A
Forty-Second Street Cinemas, Inc.	None	N/A
Fountain Cinemas, Inc.	None	N/A
Gerard Theatre Corporation	None	N/A
Kips Bay Cinemas, Inc.	None	N/A
Lance Theatre Corporation	None	N/A
Liberty Tree Cinema Corp.	None	N/A
Loews Akron Cinemas, Inc.	None	N/A
Loews Arlington Cinemas, Inc.	None	N/A
Loews Arlington West Cinemas, Inc.	None	N/A
Loews Astor Plaza, Inc.	None	N/A
Loews Baltimore Cinemas Inc.	None	N/A
Loews Berea Cinemas, Inc.	None	N/A
Loews California Theatres, Inc.	"IMAX" [®]	None
Loews Cedar Cinemas, Inc.	None	N/A
Loews Centerpark Cinemas, Inc.	None	N/A
Loews Century Mall Cinemas, Inc.	None	N/A
Loews Cheri Cinemas, Inc.	None	N/A
Loews Cherry Tree Mall Cinemas, Inc.	None	N/A
Loews Chicago Cinemas, Inc.	None	N/A
Loews Chisholm Place Cinemas, Inc.	None	N/A
Loews Cinemas Advertising, Inc.	None	N/A
Loews Clarksville Cinemas, Inc.	None	N/A
Loews Connecticut Cinemas, Inc.	None	N/A
Loews Coral Spring Cinemas, Inc.	None	N/A
Loews Deauville Gulf Cinemas, Inc.	None	N/A
Loews Deauville Kingwood Cinemas, Inc.	None	N/A
Loews Deauville North Cinemas, Inc.	None	N/A
Loews Deauville Southwest Cinemas, Inc.	None	N/A
Loews East Hanover Cinemas, Inc.	None	N/A
Loews Exhibition Ride Inc.	None	N/A
Loews Fort Worth Cinemas, Inc.	None	N/A
Loews Freehold Mall Cinemas, Inc.	None	N/A
Loews Fresh Pond Cinemas, Inc.	None	N/A
Loews Front Street Cinemas, Inc.	None	N/A
Loews Inuqua Park Cinemas, Inc.	None	N/A
Loews Greenwich Cinemas, Inc.	None	N/A
Loews Greenwood Cinemas, Inc.	None	N/A
Loews Hannon Cove Cinemas, Inc.	None	N/A
Loews Houston Cinemas, Inc.	None	N/A
Loews I-45 Cinemas, Inc.	None	N/A

Loews Indiana Cinemas, Inc.	None	N/A
Loews Kentucky Cinemas, Inc.	None	N/A
Loews Lafayette Cinemas, Inc.	None	N/A
Loews Lincoln Plaza Cinemas, Inc.	None	N/A
Loews Louisville Cinemas, Inc.	None	N/A
Loews Meadowland Cinemas 8, Inc.	None	N/A
Loews Meadowland Cinemas, Inc.	None	N/A
Loews Memorial City Cinemas, Inc.	None	N/A
Loews Merrillville Cinemas, Inc.	None	N/A
Loews Montgomery Cinemas, Inc.	None	N/A
Loews Mountainside Cinemas, Inc.	None	N/A
Loews New Jersey Cinemas, Inc.	None	N/A
Loews Newark Cinemas, Inc.	None	N/A
Loews Norgate Cinemas, Inc.	None	N/A
Loews Norwalk Cinemas, Inc.	None	N/A
Loews Operational Ride Theaters Inc.	None	N/A
Loews Orland Park Cinemas, Inc.	None	N/A
Loews Park Central Cinemas, Inc.	None	N/A
Loews Pembroke Pines Cinemas, Inc.	None	N/A
Loews Pentagon City Cinemas, Inc.	None	N/A
Loews Piper's Theatres, Inc.	None	N/A
Loews Pocono Cinemas, Inc.	None	N/A
Loews Preston Park Cinemas, Inc.	None	N/A
Loews Richmond Mall Cinemas, Inc.	None	N/A
Loews Ridgefield Park Cinemas, Inc.	None	N/A
Loews Rolling Meadows Cinemas, Inc.	None	N/A
Loews Saks Cinemas, Inc.	None	N/A
Loews Showboat Cinemas, Inc. (formerly known as Loews Showboat, Inc.)	None	N/A
Loews Southland Cinemas, Inc.	None	N/A
Loews Theatres Clearing Corp.	None	N/A
Loews Toms River Cinemas, Inc.	None	N/A
Loews Vestal Cinemas, Inc.	None	N/A
Loews Washington Cinemas, Inc.	None	N/A
Loews West Cinemas, Inc.	None	N/A
Loews West Long Branch Cinemas, Inc.	None	N/A
Loews Westerville Cinemas, Inc.	None	N/A
Loews Westport Cinemas, Inc.	None	N/A
Loews Williston Cinemas, Inc.	None	N/A
Loews Worldgate Cinemas, Inc.	None	N/A
Loews Yorktown Cinemas, Inc.	None	N/A
Loews-Hartz Music Makers Theatres, Inc.	None	N/A
Andy Candy Co., Inc.	None	N/A
Castle Theatre Corp.	None	N/A
Cinnaminson Theatre Corp.	None	N/A
Circle Twin Cinema Corp.	None	N/A
Freehold Cinema Center, Inc.	None	N/A
Middlebrook Theatre Corporation	None	N/A
Music Makers Theatres, Inc.	None	N/A
Berkeley Cinema Corp.	None	N/A

TRADEMARK

REEL: 1734 FRAME: 0437

FROM 278 859 8587 5-21-1988 1:46PM

Brick Plaza Cinemas, Inc.	None	N/A
Bricktown Picture Corp.	None	N/A
College Theatre Corp.	None	N/A
New Brunswick Cinemas, Inc.	None	N/A
Crofton Quad Corporation	None	N/A
H&M Cinema Corporation	None	N/A
East Windsor Picture Corp.	None	N/A
Eatontown Theatre Corp.	None	N/A
Freehold Picture Corp.	None	N/A
Mall Picture Corp.	None	N/A
Paramay Picture Corp.	None	N/A
Toms River Theatre Corp.	None	N/A
Quad Cinema Corp.	None	N/A
Red Bank Theatre Corporation	None	N/A
Stroud Mall Cinemas, Inc.	None	N/A
Triangle Theatre Corp.	None	N/A
Massachusetts Cinema Corp.	None	N/A
Minnesota Cinemas, Inc.	None	N/A
Nutmeg Theatre Circuit, Inc.	None	N/A
Parkchester Amusement Corporation	None	N/A
Parsippany Theatre Corp.	None	N/A
Plainville Cinemas, Inc.	None	N/A
Talent Booking Agency, Inc.	None	N/A
Theater Holdings, Inc.	None	N/A
Crescent Advertising Corporation	None	N/A
Downstate Theatre Corporation	None	N/A
Fall River Cinema, Inc.	None	N/A
Loews Brookfield Cinemas, Inc.	None	N/A
Loews Post Cinemas, Inc.	None	N/A
Midstate Theatre Corp.	None	N/A
U.S.A. Cinemas, Inc.	None	N/A
Loews Bristol Cinemas, Inc.	None	N/A
Loews Burlington Cinemas, Inc.	None	N/A
Loews Holiday Cinemas, Inc.	None	N/A
Loews Mohawk Mall Cinemas, Inc.	None	N/A
Mid-States Theatres, Inc.	None	N/A
Beaver Valley Cinemas, Inc.	None	N/A
Campus Cinemas, Inc.	None	N/A
Cine West, Inc.	None	N/A
Cinema Development Corporation	None	N/A
Cinema Investments, Inc.	None	N/A
Continent Cinemas, Inc.	None	N/A
D.H. Garfield Advertising Agency, Inc.	None	N/A
Flat Woods Theater Corporation	None	N/A
I-75 Theatres, Inc.	None	N/A
J-Town Cinemas, Inc.	None	N/A
Lexington Mall Cinemas Corporation	None	N/A
Lexington North Park Cinemas, Inc.	None	N/A
Lexington South Park Cinemas, Inc.	None	N/A
Mickey Amusements, Inc.	None	N/A

TRADEMARK

REEL: 1734 FRAME: 0438

Midcin Inc.	None	N/A
Midtown Cinema, Inc.	None	N/A
Montclair Cinemas, Inc.	None	N/A
Oxmoor Cinemas, Inc.	None	N/A
Plaza Cinemas, Inc.	None	N/A
Raceland Cinemas, Inc.	None	N/A
Salem Mall Theatre, Inc.	None	N/A
Sycamore Theatre, Inc.	None	N/A
Times Theatres Corporation	None	N/A
Towne Center Cinemas, Inc.	None	N/A
Tri-County Cinemas, Inc.	None	N/A
Westland Cinemas, Inc.	None	N/A
Movichouse Cinemas, Inc.	None	N/A
Nickelodcon Boston, Inc.	None	N/A
Northern New England Theatres, Inc.	None	N/A
Sack Theatres, Inc.	None	N/A
Village Cinemas, Inc.	None	N/A
Webster Chicago Cinemas, Inc.	None	N/A
White Marsh Cinemas, Inc.	None	N/A
Woodridge Cinemas, Inc.	None	N/A
Plitt Theatres, Inc.	"NTI" (Stylized)	None
	"NTI"	None
RKO Century Warner Theatres, Inc.	"Art Theatre"	None
The Walter Reade Organization, Inc.	"Baronet"	None
	"Walter Reade"	None
	"Waverly"	None
	"Coronet"	None
	"Ziegfeld"	None
	"23 rd Street West"	None
	"34 th Street East"	None
Plitt Southern Theatres, Inc.	None	N/A
Cineplex Odeon Films, Inc.	None	N/A
Cineplex Odeon Films International, Inc.	None	N/A
C.O.I. Entertainment, Inc.	None	N/A
Sedgwick Music Company	None	N/A

SCHEDULE C TO
SUBSIDIARY TRADEMARK SECURITY AGREEMENT

<u>Subsidiary</u>	<u>Chief Place of Business</u>	<u>Chief Executive Office</u>	<u>Location of Records</u>
LTM New York, Inc.	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
LTM Spanish Holdings Inc.	711 Fifth Ave, 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Theatre Management Corp.	711 Fifth Ave 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Star Theatres, Inc. (previously "Loews Theatre Enterprises, Inc.")	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Star Theatres of Michigan, Inc.	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Rochester Hills Star Theatres, Inc.	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Taylor Star Theatres, Inc.	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews USA Cinemas Inc.	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
S & J Theatres Inc.	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Hawthorne Amusement Corporation	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Hinsdale Amusement Corporation	2310 Broadway New York, NY 10024	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Bay Terrace Cinemas, Inc.	211-01 26th Ave. Bayside, NY 11360	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Boulevard Cinemas, Inc.	2190 Empire Boulevard Webster, NY 10036	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Broadway Cinemas, Inc.	1540 Broadway New York, NY 10036	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Crystal Run Cinemas, Inc	1 Galleria Drive Middletown, NY 10940	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

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TRADEMARK

REEL: 1734 FRAME: 0440

Loews Dewitt Cinemas, Inc.	711 Fifth Ave 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews East Village Cinemas, Inc.	66 Third Ave. (11th St.) New York, NY 10003	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Elmwood Cinemas, Inc.	711 Fifth Ave 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Fine Arts Cinemas, Inc.	711 Fifth Ave 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Greece Cinemas, Inc.	711 Fifth Ave 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Levittown Cinemas, Inc.	3585 Hempstead Turnpike Levittown, NY 11756	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Lincoln Theatre Holding Corp.	1998 Broadway New York, NY 10023	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Monroe Cinema, Inc.	3400 Monroe Avenue Rochester, New York 14618	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Orpheum Cinemas, Inc.	1538 Third Ave. (86th St.) New York, NY 10028	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Palisades Center Cinemas, Inc.	4403 Palisades Center Dr. West Nyack, NY 10994	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Paradise Cinemas, Inc.	711 Fifth Ave 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Pittsford Cinemas, Inc.	3400 Monroe Ave. Rochester, NY 14618	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Roosevelt Field Cinemas, Inc.	Roosevelt Field Shopping Garden City, NY 11530	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews South Shore Cinemas, Inc.	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews Stonybrook Cinemas, Inc.	Nesconset Hwy Stonybrook, NY 11790 or 711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022
Loews 34th St. Showplace Cinemas, Inc.	238 East 34th Street (3rd Avenue) New York, NY 10016	711 Fifth Avenue 11th Floor New York, NY 10022	711 Fifth Avenue 11th Floor New York, NY 10022

Loews Towne Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Trylon Theatre, Inc.	98-81 Queens Blvd. Forest Hills, NY 11374	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Westgate Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Poli-New England Theatres, Inc.	57-02 Hoffman Drive Elmhurst, NY 11373	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Putnam Theatrical Corporation	1025 Corporate Drive Westbury, NY 11590	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
71st & 3rd Ave. Corp.	1230 Third Ave. New York, NY 10021	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Tri-Son Supply Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Westchester Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022 or theatre which is to be constructed in White Plains, NY	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Cinema 275 East, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Cityplace Cinemas, Inc.	2600 North Haskell Dallas, TX 75204	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Colorado Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Crestwood Cinemas, Inc.	13221 Rivercrest Drive Crestwood, IL 60445	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
District Amusement Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Eton Amusement Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022 or theatre which is to be constructed in West Seneca, NY	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Forty-Second Street Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Fountain Cinemas, Inc.	11225 Fountain Lake Drive Stafford, TX 77477	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Gerard Theatre Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Kips Bay Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Lance Theatre Corporation	13933 N. Central Expwy Dallas, TX 75243	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Liberty Tree Cinema Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022 or theatre which is to be constructed in Danvers, MA	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Akron Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Arlington Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Arlington West Cinemas, Inc.	4930 Little Road Arlington, TX 76016	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Astor Plaza, Inc.	1515 Broadway (44th St.) New York, NY 10036	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Baltimore Cinemas, Inc.	11160 Veirs Mill Road Wheaton MD 20902	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Berea Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loew's California Theatres, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022 or theatre which is to be constructed in San Francisco, CA	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Cedar Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Centerpark Cinemas, Inc.	4001 Powder Mill Road Beltsville, MD 20705	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Century Mall Cinemas, Inc.	3535 West 86th Street Indianapolis, IN 46268	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Loews Cheri Cinemas, Inc.	50 Dalton Street Boston, MA 02115	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Cherry Tree Mall Cinemas, Inc.	9529 E. Washington St. Indianapolis, IN 46229	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Chicago Cinemas, Inc.	13221 Rivercrest Drive Crestwood, IL 60445	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Chisholm Place Cinemas, Inc.	300 Chisholm Place Plano, TX 75075	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Cinemas Advertising, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Clarksville Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Connecticut Cinemas, Inc.	4-6 International Drive Danbury, CT 06810	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Coral Spring Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Deauville Gulf Cinemas, Inc.	20005 Gulf Freeway Webster, TX 77598	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Deauville Kingwood Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Deauville North Cinemas, Inc.	20115 Holzwarth Road Spring, TX 77388	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Deauville Southwest Cinemas, Inc.	12002 S.W. Freeway Stafford, TX 77477	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews East Hanover Cinemas, Inc.	145 Route 10 East Hanover, NJ 07936	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Exhibition Ride Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Fort Worth Cinemas, Inc.	4728 Bryant Irvin Road Fort Worth, Tx 76132	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Freehold Mall Cinemas, Inc.	101 Trotters Way Freehold, NJ 07728	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Fresh Pond Cinemas, Inc.	168 Alwife Brk. Pkwy Cambridge, MA 02138	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Loews Front Street Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Fuqua Park Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Greenwich Cinemas, Inc.	356 Greenwich Ave. Greenwich, CT 06830	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Greenwood Cinemas, Inc.	733 Loews Boulevard Greenwood, IN 46142	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Harmon Cove Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Houston Cinemas, Inc.	8580 Highway 6 North Houston, TX 77095	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews I-45 Cinemas, Inc.	12813 Gulf Freeway Stafford, TX 77034	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Indiana Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Kentucky Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Lafayette Cinemas, Inc.	4751 Century Plaza Indianapolis, IN 46254	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Lincoln Plaza Cinemas, Inc.	800 Lincoln Square Arlington, TX 76106	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Louisville Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Meadowland Cinemas 8, Inc.	495 Harmon Meadow Blvd Secaucus, NJ 07094	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Meadowland Cinemas, Inc.	800 Plaza DT Secaucus, NJ 07094	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Memorial City Cinemas, Inc.	502 Memorial City Mall Houston, TX 77024	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Merrillville Cinemas, Inc.	2360 E. 79th Avenue Merrillville, IN 46410	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Montgomery Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Loews Mountainside Cinemas, Inc.	1021 Route 22 East Mountainside, NJ 07092	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews New Jersey Cinemas, Inc.	67 Willowbrook Wayne, NJ 07470	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Newark Cinemas, Inc.	360-394 Springfield Ave. Newark, NJ 07103	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Norgate Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Norwalk Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Operational Ride Theaters Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Orland Park Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Park Central Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Pembroke Pines Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Pentagon City Cinemas, Inc.	Fashion Square Mall 1100 South Hayes Street Arlington, VA 22202	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Piper's Theatres, Inc.	1608 N. Wells Chicago, IL 60610	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Pocono Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Preston Park Cinemas, Inc.	1900 Preston Park Blvd. Plano, TX 75093	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Richmond Mall Cinemas, Inc.	700 Richmond Mall Cleveland, OH 44143	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Ridgefield Park Cinemas, Inc.	75 Challenger Road Ridgefield Park, NJ 07660	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Rolling Meadows Cinemas, Inc.	1701 Algonquin Road Rolling Meadows, IL 60008	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Saks Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Loews Showboat Cinemas, Inc. (formerly known as Loews Showboat, Inc.)	725 River Road Edgewater, NJ 07020	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Southland Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Theatres Clearing Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Toms River Cinemas, Inc.	Seacourt Pavillion 635 Bay Ave. Toms River, NJ 08753	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Vestal Cinemas, Inc.	P.O. Box 587 Vestal, NY 13851	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Washington Cinemas, Inc.	Loews Theatres Wheaton Plaza 11160 Veirs Mill Road Wheaton MD 20902	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews West Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews West Long Branch Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022 or theatre which is to be constructed in Cherry Hill, NJ	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Westerville Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Westport Cinemas, Inc.	80 Post Road East Westport, CT 06880	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Williston Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Worldgate Cinemas, Inc.	13025 Worldgate Drive Herndon, VA 22071	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Yorktown Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews-Hartz Music Makers Theatres, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Andy Candy Co., Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Castle Theatre Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Cinnaminson Theatre Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Circle Twin Cinema Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Freehold Cinema Center, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Middlebrook Theatre Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Music Makers Theatres, Inc.	2760 Hooper Ave Brick, NJ 08723	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Berkeley Cinema Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Brick Plaza Cinemas, Inc.	3 Brick Plaza Bricktown, NJ 08723	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Bricktown Picture Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
College Theatre Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
New Brunswick Cinemas, Inc.	15 U.S. Highway #1 New Brunswick, NJ 08902	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Crofton Quad Corporation	1625 Crofton Center Rts 3 & 424 Crofton, MD 21114	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
H&M Cinema Corporation	1625 Crofton Center Rts 3 & 424 Crofton, MD 21114	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
East Windsor Picture Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Eatontown Theatre Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Freehold Picture Corp.	3681 State Hwy #9 Freehold, NJ 07728	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Mall Picture Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Paramay Picture Corp.	35 Interstate Shopping Center Ramsey, NJ 07446	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Toms River Theatre Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Quad Cinema Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Red Bank Theatre Corporation	36 White Street Red Bank, NJ 07701	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Stroud Mall Cinemas, Inc.	Rte. 611-160 Stroud Mall Stroudberg, PA 18360	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Triangle Theatre Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Massachusetts Cinema Corp.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Minnesota Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Nutmeg Theatre Circuit, Inc.	1424 Post Road Fairfield, CT 06430	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Parkchester Amusement Corporation	890 Broadway New York, NY 10002	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Parsippany Theatre Corp.	Routes 35 & 36 Eatontown, NJ 07724	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Plainville Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022 or at theatre to be constructed in Plainville, CT	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Talent Booking Agency, Inc.	1271 Second Avenue New York, NY 10021	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Theater Holdings, Inc.	607 Boylston St. Boston, MA 02116-3604	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Crescent Advertising Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Downstate Theatre Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Fall River Cinema, Inc.	Rts. 81 & 24 Fall River, MA 02721	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Brookfield Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Post Cinemas, Inc.	1100 Post Road Westport, CT 06880	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Midstate Theatre Corp.	Oakdale Mall Johnson City, NY 13790	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
U.S.A. Cinemas, Inc.	93 W Campbell Road Schenectady, NY 12306	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Bristol Cinemas, Inc.	815 Pine Street Bristol, CT 06010	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Burlington Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Holiday Cinemas, Inc.	89 Farley Place Torrington, CT 06790	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Loews Mohawk Mall Cinemas, Inc.	418 Mohawk Mall Schenectady, NY 12304	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Mid-States Theatres, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Beaver Valley Cinemas, Inc.	3349 E. Patterson Road Dayton, OH 45430	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Campus Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Cine West, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Cinema Development Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Cinema Investments, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Continent Cinemas, Inc.	6360 Busch Boulevard Columbus, OH 43229	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
D.H. Garfield Advertising Agency, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Flat Woods Theater Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
I-75 Theatres, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
J-Town Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Lexington Mall Cinemas Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Lexington North Park Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Lexington South Park Cinemas, Inc.	3220 Nicholasville RD Lexington, KY 40503	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Mickey Amusements, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Midcin Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Midtown Cinema, Inc.	711 12 th Street Ashland, KY 41101	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Montclair Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Oxmoor Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Plaza Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Raceland Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Salem Mall Theatre, Inc.	4100 Salem Ave Dayton, OH 45416	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Sycamore Theatre, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Times Theatres Corporation	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Towne Center Cinemas, Inc.	4100 Salem Ave Dayton, OH 45416	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022

Tri-County Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Westland Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Moviehouse Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Nickelodeon Boston, Inc.	P.O. Box 338 668 Commonwealth Ave. Boston, MA 02215	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Northern New England Theatres, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Sack Theatres, Inc.	607 Boylston St. Boston, MA 02116-3604	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Village Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Webster Chicago Cinemas, Inc.	Butternut Sq. 1471 W. Webster Ave. Chicago, IL 60614	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
White Marsh Cinemas, Inc.	8141 Honeygo Blvd. Baltimore, MD 21236	711 Fifth Avenue 11 th Floor New York, NY 10022	711 Fifth Avenue 11 th Floor New York, NY 10022
Woodridge Cinemas, Inc.	711 Fifth Avenue 11 th Floor New York, NY 10022 or at theatre to be constructed in Woodbridge, IL	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or at theatre to be constructed in Woodbridge, IL
Plitt Theatres, Inc.	1925 Century Park E. Ste. #300 Los Angeles, California 90067 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9
RKO Century Warner Theatres, Inc.	241 East 34 th Street New York, New York 10016 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9

The Walter Reade Organization, Inc.	241 East 34 th Street New York, New York 10016 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9
Plitt Southern Theatres, Inc.	1572 Holcomb Bridge Rd Roswell, Georgia 30076 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9
Cineplex Odeon Films, Inc.	1925 Century Park E. Ste #300 Los Angeles, California 90067 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9
Cineplex Odeon Films International, Inc.	1925 Century Park E. Ste #300 Los Angeles, California 90067 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9
C.O.H. Entertainment, Inc.	1925 Century Park E. Ste #300 Los Angeles, California 90067 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9
Sedgwick Music Company	1800 Avenue of the Stars, suite 500 Los Angeles, California 90067 USA	711 Fifth Avenue 11 th Floor New York, NY 10022	Either 711 Fifth Avenue 11 th Floor New York, NY 10022 or 1303 Yonge Street Toronto, Ontario M4T 2Y9

Schedule D to Subsidiary Trademark Security Agreement

Subsidiary	Other Names Used
LTM Holdings, Inc.	
LTM New York, Inc.	Sony Theatres, Loews Theatres
LTM Spanish Holdings Inc.	None
Loews Theatre Management Corp.	Sony Theatre Management Corp., Sony Theatres, Loews Theatres
Star Theatres, Inc. (previously Loews Theatre Enterprises, Inc.)	Sony Theatres, Loews Theatres
Star Theatres of Michigan, Inc.	None
Rochester Hills Star Theatres, Inc.	None
Taylor Star Theatres, Inc.	None
Loews USA Cinema Inc.	Sony Theatres, Loews Theatres
S & J Theatres Inc.	None
Hawthorne Amusement Corporation	Sony Theatres, Loews Theatres, Oriental Theatre
Hinsdale Amusement Corporation	Sony Theatres, Loews Theatres, 84th Street Sixplex
Loews Bay Terrace Cinemas, Inc.	Sony Theatres, Loews Theatres, Bay Terrace Theatre
Loews Boulevard Cinemas, Inc.	Sony Theatres, Loews Theatres, Webster Theatre
Loews Broadway Cinemas, Inc.	Sony Theatres, Loews Theatres, Loews State
Loews Crystal Run Cinemas, Inc.	Sony Theatres, Loews Theatres, Galleria Metroplex
Loews Dewitt Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews East Village Cinemas, Inc.	Sony Theatres, Loews Theatres, Village VII
Loews Elmwood Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Fine Arts Cinemas, Inc.	Sony Theatres, Loews Theatres, Fine Arts Theatre, Paris Theatre
Loews Greece Cinemas, Inc.	Sony Theatres, Loews Theatres, Ridge Road Theatre
Loews Levittown Cinemas, Inc.	Sony Theatres, Loews Theatres, Nassau Theatre
Loews Lincoln Theatre Holding Corp.	Sony Theatres, Loews Theatres, Lincoln Square Theatre
Loews Monroe Cinema, Inc.	Sony Theatres, Loews Theatres, Pittsford Theatre
Loews Orpheum Cinemas, Inc.	Sony Theatres, Loews Theatres, Orpheum Theatre
Loews Palisades Center Cinemas, Inc.	Sony Theatres, Loews Theatres, Palisades Center Theatre
Loews Paradise Cinemas, Inc.	Sony Theatres, Loews Theatres, Paradise Theatre
Loews Pittsford Cinemas, Inc.	Sony Theatres, Loews Theatres, Pittsford Twin
Loews Roosevelt Field Cinemas, Inc.	Sony Theatres, Loews Theatres, Roosevelt Field Theatre

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Loews South Shore Cinemas, Inc.	Sony Theatres, Loews Theatres, South Shore Theatre
Loews Stonybrook Cinemas, Inc.	Sony Theatres, Loews Theatres, Stony Brook Theatre
Loews 34th St. Showplace Cinemas, Inc.	Sony Theatres, Loews Theatres, 34th Street Showplace
Loews Towne Cinemas, Inc.	Sony Theatres, Loews Theatres, Towne Quad
Loews Trylon Theatre, Inc.	Sony Theatres, Loews Theatres, Trylon Theatre
Loews Westgate Cinemas, Inc.	Sony Theatres, Loews Theatres
Poli-New England Theatres, Inc.	Sony Theatres, Loews Theatres, Elmwood Theatre
Putnam Theatrical Corporation	Sony Theatres, Loews Theatres, Roosevelt Raceway Theatre
71st & 3rd Ave. Corp.	Sony Theatres, Loews Theatres, Tower East Theatre, 72nd Street East Theatre
Tri-Son Supply Corp.	Loews Yonkers Cinemas, Inc., Sony Theatres, Loews Theatres
Westchester Cinemas, Inc.	Loews Rochester Cinemas, Inc., Sony Theatres, Loews Theatres
Cinema 275 East, Inc.	Loews 275 East, Inc., Sony Theatres, Loews Theatres
Cityplace Cinemas, Inc.	Loews Austin Hills Cinemas, Inc., Sony Theatres, Loews Theatres, Cityplace Theatre
Colorado Cinemas, Inc.	Sony Theatres, Loews Theatres
Crestwood Cinemas, Inc.	Loews River North Cinemas, Inc., Sony Theatres, Loews Theatres, Crestwood Cinemas
District Amusement Corporation	Sony Theatres, Loews Theatres, Route 18 Twin
Eton Amusement Corporation	Sony Theatres, Loews Theatres, Loews Paramount, Loews Columbus Circle
Forty-Second Street Cinemas, Inc.	Loews Festival Cinemas, Inc., Sony Theatres, Loews Theatres, Festival Theatre
Fountain Cinemas, Inc.	Loews Norwood Park Cinemas, Inc., Sony Theatres, Loews Theatres, Fountains Cinemas
Gerard Theatre Corporation	Sony Theatres, Loews Theatres
Kips Bay Cinemas, Inc.	Loews Oakdale Mall Cinemas, Inc., Sony Theatres, Loews Theatres
Lance Theatre Corporation	Sony Theatres, Loews Theatres, Keystone Theatre
Liberty Tree Cinema Corp.	Sony Theatres, Loews Theatres
Loews Akron Cinemas, Inc.	Sony Theatres, Loews Theatres, State Theatre

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Loews Arlington Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Arlington West Cinemas, Inc.	Sony Theatres, Loews Theatres, 20 & 287
Loews Astor Plaza, Inc.	Sony Theatres, Loews Theatres, Astor Plaza Theatre
Loews Baltimore Cinemas, Inc.	Reisterstown Star Theatre, Campus Hill Theatre, Yorkridge Theatre, Northpoint Plaza Theatre, Columbia Palace Theatre, Rotunda Theatre, Lexington Park Theatre, Valley Centre Theatre, Jumpers Cinema Theatre, Harford Mall Theatre, Greenspring Theatre, Timonium Cinemas Theatre, Sony Theatres, Loews Theatres, Glen Burnie Theatre
Loews Berea Cinemas, Inc.	Sony Theatres, Loews Theatres
Loew's California Theatres, Inc.	Sony Theatres, Loews Theatres
Loews Cedar Cinemas, Inc.	Sony Theatres, Loews Theatres, Cedar Center Theatre
Loews Centerpark Cinemas, Inc.	Sony Theatres, Loews Theatres, Centerpark Theatre
Loews Century Mall Cinemas, Inc.	Sony Theatres, Loews Theatres, College Park Theatre
Loews Cheri Cinemas, Inc.	Sony Theatres, Loews Theatres, Cheri Theatre
Loews Cherry Tree Mall Cinemas, Inc.	Sony Theatres, Loews Theatres, Cherry Tree Theatre
Loews Chicago Cinemas, Inc.	Sony Theatres, Loews Theatres, Fine Arts Theatre, Hillside Mall 3, Hillside Square 6,
	Hyde Park Theatre, Double Drive-in, Old Orchard Theatre, Evanston 5, Evergreen 4, Bel-air Drive-in, Fine Arts, Norridge, Y&W Drive-in, Webster Theatre, River Run Theatre, Esquire Theatre
Loews Chisholm Place Cinemas, Inc.	Sony Theatres, Loews Theatres, Chisholm Theatre
Loews Cinemas Advertising, Inc.	Sony Theatres, Loews Theatres
Loews Clarksville Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Connecticut Cinemas, Inc.	Sony Theatres, Loews Theatres, Danbury Theatre
Loews Coral Spring Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Deauville Gulf Cinemas, Inc.	Sony Theatres, Loews Theatres, Bay Area Theatre
Loews Deauville Kingwood Cinemas, Inc.	Sony Theatres, Loews Theatres

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Loews Deauville North Cinemas, Inc.	Sony Theatres, Loews Theatres, Spring Tenplex
Loews Deauville Southwest Cinemas, Inc.	Sony Theatres, Loews Theatres, Southwest Sixplex
Loews East Hanover Cinemas, Inc.	Sony Theatres, Loews Theatres, East Hanover Theatre
Loews Exhibition Ride Inc.	Sony Theatres, Loews Theatres
Loews Fort Worth Cinemas, Inc.	Sony Theatres, Loews Theatres, Cityview Theatre
Loews Freehold Mall Cinemas, Inc.	Sony Theatres, Loews Theatres, Freehold Metroplex
Loews Fresh Pond Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Front Street Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Fuqua Park Cinemas, Inc.	Sony Theatres, Loews Theatres, Westwood Theatre
Loews Greenwich Cinemas, Inc.	Sony Theatres, Loews Theatres, Greenwich Theatre
Loews Greenwood Cinemas, Inc.	Sony Theatres, Loews Theatres, Greenwood Theatre
Loews Harmon Cove Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Houston Cinemas, Inc.	Sony Theatres, Loews Theatres, Easton Commons Theatre
Loews I-45 Cinemas, Inc.	Sony Theatres, Loews Theatres, Southpoint Theatre
Loews Indiana Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Kentucky Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Lafayette Cinemas, Inc.	Sony Theatres, Loews Theatres, Lafayette Theatre
Loews Lincoln Plaza Cinemas, Inc.	Sony Theatres, Loews Theatres, Lincoln Square Theatre
Loews Louisville Cinemas, Inc.	Sony Theatres, Loews Theatres, Stony Brook Theatre
Loews Meadowland Cinemas 8, Inc.	Sony Theatres, Loews Theatres, Meadows 8
Loews Meadowland Cinemas, Inc.	Sony Theatres, Loews Theatres, Meadows 6
Loews Memorial City Cinemas, Inc.	Sony Theatres, Loews Theatres, Memorial City Theatre
Loews Merrillville Cinemas, Inc.	Sony Theatres, Loews Theatres, Merrillville Theatre
Loews Montgomery Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Mountainside Cinemas, Inc.	Sony Theatres, Loews Theatres, Loews Mountainside
Loews New Jersey Cinemas, Inc.	Sony Theatres, Loews Theatres, Wayne Sixplex
Loews Newark Cinemas, Inc.	Sony Theatres, Loews Theatres, Newark Metroplex

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Loews Norgate Cinemas, Inc.	Sony Theatres, Loews Theatres, Norgate
Loews Norwalk Cinemas, Inc.	Sony Theatres, Loews Theatres, Cinema Norwalk
Loews Operational Ride Theaters Inc.	Sony Theatres, Loews Theatres
Loews Orland Park Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Park Central Cinemas, Inc.	Sony Theatres, Loews Theatres, Park Central Theatre
Loews Pembroke Pines Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Pentagon City Cinemas, Inc.	Sony Theatres, Loews Theatres, Pentagon City Theatre
Loews Piper's Theatres, Inc.	Sony Theatres, Loews Theatres, Pipers Alley Theatre
Loews Pocono Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Preston Park Cinemas, Inc.	Sony Theatres, Loews Theatres, Preston Park Theatre
Loews Richmond Mall Cinemas, Inc.	Sony Theatres, Loews Theatres, East Theatre
Loews Ridgefield Park Cinemas, Inc.	Sony Theatres, Loews Theatres, Ridgefield Park
Loews Rolling Meadows Cinemas, Inc.	Sony Theatres, Loews Theatres, Rolling Meadows Theatre
Loews Saks Cinemas, Inc.	Sony Theatres, Loews Theatres, Saks Center Theatre
Loews Showboat Cinemas, Inc. (formerly known as Loews Showboat, Inc.)	Sony Theatres, Loews Theatres, Showboat Theatre
Loews Southland Cinemas, Inc.	Sony Theatres, Loews Theatres, Southland Theatre
Loews Theatres Clearing Corp.	Sony Theatres Clearing Corp.; Loews Theatres Clearing Corporation, Sony Theatres, Loews Theatres
Loews Toms River Cinemas, Inc.	Sony Theatres, Loews Theatres, Seacourt
Loews Vestal Cinemas, Inc.	Sony Theatres, Loews Theatres, Vestal
Loews Washington Cinemas, Inc.	Sony Theatres, Loews Theatres, Greenbrier Theatre, Tysons Corner Theatre, Town Center Theatre, Roth Theatre, Wheaton Plaza Theatre, Germar town Theatre, Valley Mall Theatre
Loews West Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews West Long Branch Cinemas, Inc.	Sony Theatres, Loews Theatres

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Loews Westerville Cinemas, Inc.	Sony Theatres, Loews Theatres, Westerville
Loews Westport Cinemas, Inc.	Sony Theatres, Loews Theatres, Fine Arts 1 & 2, Fine Arts 3, Fine Arts 4
Loews Williston Cinemas, Inc.	Sony Theatres, Loews Theatres
Loews Worldgate Cinemas, Inc.	Sony Theatres, Loews Theatres, Worldgate Theatre
Loews Yorktown Cinemas, Inc.	Sony Theatres, Loews Theatres, Yorktown Theatre
Loews-Hartz Music Makers Theatres, Inc.	Sony Theatres, Loews Theatres
Andy Candy Co., Inc.	None
Castle Theatre Corp.	Sony Theatres, Loews Theatres
Cinnaminson Theatre Corp.	Sony Theatres, Loews Theatres
Circle Twin Cinema Corp.	Sony Theatres, Loews Theatres
Freehold Cinema Center, Inc.	Sony Theatres, Loews Theatres
Middlebrook Theatre Corporation	Sony Theatres, Loews Theatres
Music Makers Theatres, Inc.	Sony Theatres, Loews Theatres
Berkeley Cinema Corp.	Sony Theatres, Loews Theatres
Brick Plaza Cinemas, Inc.	Howell Theatre Corporation, Sony Theatres, Loews Theatres, Brick Plaza Theatre
Bricktown Picture Corp.	Sony Theatres, Loews Theatres
College Theatre Corp.	Sony Theatres, Loews Theatres
New Brunswick Cinemas, Inc.	Carlton Picture Corp., Sony Theatres, Loews Theatres, New Brunswick
Crofton Quad Corporation	Sony Theatres, Loews Theatres
H&M Cinema Corporation	Sony Theatres, Loews Theatres, Crofton Theatre
East Windsor Picture Corp.	Sony Theatres, Loews Theatres
Eatontown Theatre Corp.	Sony Theatres, Loews Theatres, Community Theatre
Freehold Picture Corp.	Sony Theatres, Loews Theatres, Freehold Six
Mall Picture Corp.	Sony Theatres, Loews Theatres, Cinema Centre 5
Paramay Picture Corp.	Sony Theatres, Loews Theatres, Interstate Twin
Toms River Theatre Corp.	Sony Theatres, Loews Theatres, Dover Twin
Quad Cinema Corp.	Sony Theatres, Loews Theatres, Abby 4
Red Bank Theatre Corporation	Sony Theatres, Loews Theatres, Movies Twin/Red Bank
Stroud Mall Cinemas, Inc.	Sony Theatres, Loews Theatres, Stroud Seven
Triangle Theatre Corp.	Sony Theatres, Loews Theatres
Massachusetts Cinema Corp.	Sony Theatres, Loews Theatres

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Minnesota Cinemas, Inc.	None
Nutmeg Theatre Circuit, Inc.	Sony Theatres, Loews Theatres, Community Theatre
Parkchester Amusement Corporation	Sony Theatres, Loews Theatres, 19th Street East
Parsippany Theatre Corp.	Sony Theatres, Loews Theatres, Monmouth Mall Theatre
Plainville Cinemas, Inc.	Sony Theatres, Loews Theatres
Talent Booking Agency, Inc.	Sony Theatres, Loews Theatres, New York Twin
Theatre Holdings, Inc.	Sony Theatres, Loews Theatres, Harvard Sq Cinema, Janus Theatre
Crescent Advertising Corporation	Sony Theatres, Loews Theatres
Downstate Theatre Corporation	Sony Theatres, Loews Theatres, Middletown Theatre
Fall River Cinema, Inc.	Sony Theatres, Loews Theatres, Harbour Mall 1-8
Loews Brookfield Cinemas, Inc.	Sony Theatres, Loews Theatres, Brookfield Theatre
Loews Post Cinemas, Inc.	Sony Theatres, Loews Theatres, Post Cinema
Midstate Theatre Corp.	Sony Theatres, Loews Theatres, Cinema 1&2, Oakdale Mall 1-3, Camillus Mall 1-2, Camillus 3-6, Fayetteville Mall 1-6, Great Northern Theatre
THI Holdings, Inc.	Sony Theatres, Loews Theatres
U.S.A. Cinemas, Inc.	Sony Theatres, Loews Theatres, Rotterdam Theatre
Loews Bristol Cinemas, Inc.	Sony Theatres, Loews Theatres, Bristol Theatre
Loews Burlington Cinemas, Inc.	Sony Theatres, Loews Theatres, Nickelodeon Theatre
Loews Holiday Cinemas, Inc.	Sony Theatres, Loews Theatres, Holiday Theatre
Loews Mohawk Mall Cinemas, Inc.	Sony Theatres, Loews Theatres, Mohawk Mall 1-7
Mid-States Theatres, Inc.	Sony Theatres, Loews Theatres
Beaver Valley Cinemas, Inc.	Sony Theatres, Loews Theatres, Beaver Valley Theatre
Campus Cinemas, Inc.	Sony Theatres, Loews Theatres
Cine West, Inc.	Sony Theatres, Loews Theatres
Cinema Development Corporation	Sony Theatres, Loews Theatres
Cinema Investments, Inc.	Sony Theatres, Loews Theatres
Continent Cinemas, Inc.	Sony Theatres, Loews Theatres, Continent 1-9

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D.H. Garfield Advertising Agency, Inc.	Sony Theatres, Loews Theatres
Flat Woods Theater Corporation	Sony Theatres, Loews Theatres
I-75 Theatres, Inc.	Sony Theatres, Loews Theatres
J-Town Cinemas, Inc.	Sony Theatres, Loews Theatres, Fayette Mall 3
Lexington Mall Cinemas Corporation	Sony Theatres, Loews Theatres, Lexington Mall 1-2
Lexington North Park Cinemas, Inc.	Sony Theatres, Loews Theatres, Northpark 1-10
Lexington South Park Cinemas, Inc.	Sony Theatres, Loews Theatres, Southpark 1-6
Mickey Amusements, Inc.	Sony Theatres, Loews Theatres
Midcin Inc.	Sony Theatres, Loews Theatres
Midtown Cinema, Inc.	Sony Theatres, Loews Theatres, Midtown 1-3
Montclair Cinemas, Inc.	Sony Theatres, Loews Theatres
Oxmoor Cinemas, Inc.	Sony Theatres, Loews Theatres, Oxmoor Theatre
Plaza Cinemas, Inc.	Sony Theatres, Loews Theatres
Raceland Cinemas, Inc.	Sony Theatres, Loews Theatres
Salem Mall Theatre, Inc.	Sony Theatres, Loews Theatres, Salem Mall 1-4
Sycamore Theatre, Inc.	Sony Theatres, Loews Theatres
Times Theatres Corporation	Sony Theatres, Loews Theatres, Kenwood Theatre
Towne Center Cinemas, Inc.	Sony Theatres, Loews Theatres, Salem Ave. Cinema 3
Tri-County Cinemas, Inc.	Sony Theatres, Loews Theatres
Westland Cinemas, Inc.	Sony Theatres, Loews Theatres
Moviehouse Cinemas, Inc.	Sony Theatres, Loews Theatres
Nickelodeon Boston, Inc.	Sony Theatres, Loews Theatres, Nickelodeon Theatre
Northern New England Theatres, Inc.	Sony Theatres, Loews Theatres
Sack Theatres, Inc.	Sony Theatres, Loews Theatres, Merrimack 1-6, Lebanon 1-6, Charles Theatre, Cinema 57, Copley Place Theatre, Assembly Square 1-12, Brockton Theatre, Cinema City Danvers, Leominster 1-12, Liberty Tree Mall 1-2, Natick 1-6
Village Cinemas, Inc.	Sony Theatres, Loews Theatres, Shoppingtown Theatre
Webster Chicago Cinemas, Inc.	Sony Theatres, Loews Theatres, Webster Theatre

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White Marsh Cinemas, Inc.	New Jersey Theatre Development Corp., Sony Theatres, Loews Theatres, White Marsh Theatre
Woodridge Cinemas, Inc.	Loews Guerneville Mills Cinemas, Inc., Sony Theatres, Loews Theatres
Cineplex Odeon - U.S. Subsidiaries	
Plitt Theatres, Inc.	NTI
RKO Century Warner Theatres, Inc.	Art Theatre
The Walter Reade Organization, Inc.	Baronet, Walter Reade Waverly, Coronet Ziegfield, 23rd Street 34th Street East
Plitt Southern Theatres, Inc.	N/A,
Cineplex Odeon Films, Inc.	N/A, Annex A
Cineplex Odeon Films International, Inc.	N/A
C.O.H. Entertainment, Inc.	N/A
Sedgwick Music Company	N/A
Cineplex Odeon and its Canadian Subsidiaries	
Cineplex Odeon Corporation	N/A, Annex B
Cineplex Odeon (Quebec) Inc.	N/A, Annex B
158983 Canada Inc.	N/A
Les Films Cineplex Odeon Quebec Inc.	N/A
619918 Ontario Ltd. (Canada Square)	N/A
796278 Ontario Limited	N/A
796279 Ontario Limited	N/A
1002817 Ontario Limited	N/A
1002818 Ontario Limited	N/A
140075 Canada Limited/Ltee.	N/A
Cine Parc Mercier Inc.	N/A
The Film House Group Inc.	N/A
768166 Ontario Inc.	N/A

SCHEDULE E TO SUBSIDIARY TRADEMARK SECURITY AGREEMENT

Debtor	Filing with	
	State	County
Loews Theatre Management Corp.	NY	New York
	NJ	
Loews Lincoln Theatre Holding Corp.	NY	New York
Plitt Theatres, Inc.	AZ	
	CA	
	DC	Recorder of Deeds
	FL	
	ID	
	IL	
	MD	
	MN	
	UT	
	VA	
	WA	
	WA	
RKO Century Warner Theatres, Inc.	NY	
	NJ	
The Walter Reade Organization, Inc.	NY	New York
	NJ	
Loew's California Theatres, Inc.	NY	New York

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

This **SUBSIDIARY TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is dated as of May 14, 1998 and entered into by and among **EACH OF THE DIRECT AND INDIRECT WHOLLY OWNED SUBSIDIARIES OF LOEWS CINEPLEX ENTERTAINMENT CORPORATION LISTED ON THE SIGNATURE PAGES HEREOF** (each individually a “**Grantor**” and collectively, “**Grantors**”), and **BANKERS TRUST COMPANY**, as agent for and representative of (in such capacity herein called “**Secured Party**”) the financial institutions (“**Lenders**”) party to the Credit Agreement (as hereinafter defined) and any Interest Rate Exchangers (as hereinafter defined).

PRELIMINARY STATEMENTS

A. Secured Party, Lenders, Bank of America NT&SA, as Co-Syndication Agent, The Bank of New York, as Co-Syndication Agent, and Credit Suisse First Boston, as Co-Syndication Agent, have entered into a Credit Agreement dated as of May 14, 1998 (said Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”, the terms defined therein and not otherwise defined herein being used herein as therein defined) with Loews Cineplex Entertainment Corporation, a Delaware corporation (“**Company**”), pursuant to which Secured Party has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company.

B. Company may from time to time enter into one or more Interest Rate Agreements or Currency Agreements (collectively, the “**Lender Interest Rate Agreements**”) with one or more Lenders or any Affiliate of such Lenders (in such capacity, collectively, “**Interest Rate Exchangers**”).

C. Each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 14, 1998 (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 Grantors have jointly and severally guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including the obligation of Company to make payments thereunder in the event of early termination thereof.

D. Each Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the “**Trademarks**”).

E. Secured Party desires to become a secured creditor with respect to and, under the circumstances described herein, an assignee of all of the existing and future 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 (collectively, the “**Registrations**”), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (collectively, the “**Trademark Rights**”), all goodwill of each Grantor’s business symbolized by the Trademarks and associated therewith, including without limitation the documents and things described in Section 1(b) (collectively, the “**Associated Goodwill**”), and all proceeds of the Trademarks, the Registrations, the Trademark Rights and the Associated Goodwill, and each Grantor agrees to create a secured and protected interest in the Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and all the proceeds thereof as provided herein.

F. Pursuant to the Subsidiary Security Agreement, each Grantor has granted to Secured Party a lien on and security interest in substantially all of its assets (other than its real property assets), including, without limitation, assets relating to the products and services sold or delivered under or in connection with the Trademarks such that, upon the occurrence and during the continuation of an Event of Default, Secured Party would be able to exercise its remedies consistent with the Security Agreement, this Agreement and applicable law to foreclose upon each Grantor’s business and use the Trademarks, the Registrations and the Trademark Rights in conjunction with the continued operation of such business, maintaining substantially the same product and service specifications and quality as maintained by such Grantor, and benefit from the Associated Goodwill.

G. Upon the occurrence and during the continuation of an Event of Default, and to permit Secured Party to operate each Grantor’s business without interruption and to use the Trademarks, Registrations, Trademark Rights and Associated Goodwill in conjunction therewith, such Grantor is willing to grant to Secured Party the conditional assignment of such Grantor’s entire right, title and interest in and to the Collateral (as hereinafter defined) and to appoint Secured Party as such Grantor’s attorney-in-law and attorney-in-fact to execute documents and take actions to confirm said assignments.

H. It is a condition precedent to the initial extensions of credit by Lenders under the Credit Agreement that Grantors shall have granted the security interests and made the conditional assignment and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce Lenders to make Loans and other extensions of credit under the Credit Agreement and to induce Interest Rate Exchangers to enter into the Lender Interest Rate Agreements, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Secured Party as follows:

SECTION 1. Grant of Security. As security for the prompt and complete payment and performance when due of the Secured Obligations (as defined in Section 2 below), each Grantor hereby assigns to Secured Party, and hereby grants to Secured Party a security interest in (subject only to Permitted Encumbrances and other Liens permitted under the Credit Agreement), all of such Grantor’s right, title and interest in and to the following, in

each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Collateral”):

(a) each of the Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part (including, without limitation, the Trademarks specifically identified in Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time), and including all Trademark Rights with respect thereto and all federal, state and foreign Registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the Associated Goodwill; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to the Trademarks, Registrations or Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(b) the following documents and things in such Grantor’s possession, or subject to such Grantor’s right to possession, related to (Y) the production, sale and delivery by such Grantor, or by any Affiliate, licensee or subcontractor of such Grantor, of products or services sold or delivered by or under the authority of such Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by such Grantor or any Affiliate, licensee or subcontractor of such Grantor:

(i) all lists and ancillary documents that identify and describe any of such Grantor’s customers, or those of its Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including without limitation any lists and ancillary documents that contain a customer’s name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer’s behalf for ordering products or services of the kind supplied by such Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by such Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) all general intangibles relating to the Collateral;

(d) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(e) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing 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 Collateral. For purposes of this Agreement, the term “**proceeds**” includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

SECTION 2. Conditional Assignment. In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant to Section 1, each Grantor hereby, effective upon the occurrence of an Event of Default and upon written notice from Secured Party, grants, sells, conveys, transfers, assigns and sets over to Secured Party, for its benefit and the ratable benefit of Lenders and Interest Rate Exchangers, all of such Grantor’s right, title and interest in and to the Collateral, including without limitation such Grantor’s right, title and interest in and to the Trademarks identified in Schedule A annexed hereto, the goodwill of the business symbolized by said Trademarks and all Registrations relating to said Trademarks.

SECTION 3. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the

automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all obligations and liabilities of every nature of each Grantor now or hereafter existing under or arising out of or in connection with the Guaranty and all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Company, would accrue on such obligations, whether or not a claim is allowed against Company for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Lender Interest Rate Agreements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party or any Lender or Interest Rate Exchanger as a preference, fraudulent transfer or otherwise (all such obligations and liabilities being the “**Underlying Debt**”), and all obligations of every nature of each Grantor now or hereafter existing under this Agreement (all such obligations of Grantors, together with the Underlying Debt, being the “**Secured Obligations**”).

SECTION 4. Grantor Remains Liable. Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 5. Representations and Warranties. Each Grantor represents and warrants as follows:

(a) Description of Collateral. A true and complete list of all Trademarks, Registrations and Trademark Rights owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part, as of the date of this Agreement is set forth in Schedule A annexed hereto.

(b) Validity and Enforceability of Collateral. To the best of each Grantor’s knowledge, each of the Trademarks, Registrations and Trademark Rights is valid, subsisting and enforceable and such Grantor is not aware of any pending or threatened claim by any third party that any of the Trademarks, Registrations or Trademark Rights is invalid or unenforceable or that the use of any of the Trademarks, Registrations or Trademark Rights violates the rights of any third person or of any basis for any such claim.

(c) Ownership of Collateral. Except for the interests disclosed in Schedule B annexed hereto and the security interest and conditional assignment created by this

Agreement, each Grantor owns the Collateral held by it free and clear of any Lien, other than Permitted Encumbrances and other Liens permitted under the Credit Agreement. Except with respect to the interests disclosed in Schedule B annexed hereto and such as may have been filed in favor of Secured Party relating to this Agreement, (i) no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office and (ii) no effective filing covering all or any part of the Collateral is on file in the United States Patent and Trademark Office.

(d) Office Locations; Other Names. The chief place of business, the chief executive office and the office where each Grantor keeps its records regarding the Collateral is, and has been for the four month period preceding the date hereof, located at the address set forth on Schedule C annexed hereto. Except as set forth on Schedule D annexed hereto, such Grantor has not in the past done, and does not now do, business under any other name (including any trade-name or fictitious business name).

(e) Governmental Authorizations. Except for the filing described in paragraph (f), no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by each Grantor of the security interest and conditional assignment granted hereby, (ii) the execution, delivery or performance of this Agreement by such Grantor, or (iii) the perfection of or the exercise by Secured Party of its rights and remedies hereunder (except as may have been taken by or at the direction of Grantors).

(f) Perfection. This Agreement, together with the filing of a financing statement describing the Collateral with the filing offices set forth on Schedule E annexed hereto and the recording of this Agreement with the United States Patent and Trademark Office, creates a valid, perfected and, except for the interests disclosed in Schedule B annexed hereto, First Priority security interest in the Collateral, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly made or taken.

(g) Other Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of any Grantor with respect to the Collateral is accurate and complete in all respects.

SECTION 6. Further Assurances; New Trademarks, Registrations and Trademark Rights.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest or conditional assignment granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) at the request of Secured Party, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and

substance satisfactory to Secured Party, indicating that such Collateral is subject to the security interest granted hereby, (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iii) use its best efforts to obtain any necessary consents of third parties to the grant and perfection of a security interest and assignment to Secured Party with respect to any Collateral, (iv) at any reasonable time, upon request by Secured Party, exhibit the Collateral to and allow inspection of the Collateral by Secured Party, or persons designated by Secured Party, and (v) at Secured Party's request, appear in and defend any action or proceeding that may affect such Grantor's title to or Secured Party's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(c) Each Grantor hereby authorizes Secured Party to modify this Agreement without obtaining such Grantor's approval of or signature to such modification by amending Schedule A annexed hereto to include reference to any right, title or interest in any existing Trademark, Registration or Trademark Right or any Trademark, Registration or Trademark Right acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark, Registration or Trademark Right in which such Grantor no longer has or claims any right, title or interest.

(d) Each Grantor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

(e) If any Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall promptly notify Secured Party in writing of any rights to any new Trademarks or Trademark Rights acquired by such Grantor after the date hereof and of any Registrations issued or applications for Registration made after the date hereof. Concurrently with the filing of an application for Registration for any Trademark, each Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate Trademark Collateral Security Agreement and Conditional Assignment, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance reasonably satisfactory to Secured Party, pursuant to which such Grantor shall grant a security interest and conditional assignment to the extent of its interest in such Registration as provided herein to Secured Party unless so doing would, in the reasonable judgment of such Grantor, after due inquiry, result in the grant of a Registration in the name of Secured Party, in which event such Grantor shall give written notice to Secured Party as soon as reasonably practicable and

the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the Registration.

SECTION 7. Certain Covenants of Grantor. Each Grantor shall:

(a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(b) notify Secured Party of any change in such Grantor's name, identity or corporate structure within 15 days of such change;

(c) give Secured Party 30 days' prior written notice of any change in such Grantor's chief place of business or chief executive office or the office where such Grantor keeps its records regarding the Collateral;

(d) pay all material taxes, assessments and other governmental charges imposed upon the Collateral before any penalty accrues thereon, and all claims (including, without limitation, claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon the Collateral prior to the time any penalty or fine shall be incurred with respect thereto, except to the extent the validity thereof is being contested in good faith; provided that Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgement, writ or warrant of attachment entered or filed against Grantor or any of the Collateral as a result of the failure to make such payment.

(e) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by the Credit Agreement;

(f) except for the interests disclosed in Schedule B annexed hereto, Permitted Encumbrances and the Liens permitted under the Credit Agreement and the security interest and conditional assignment created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral to secure the indebtedness or other obligations of any Person;

(g) diligently keep reasonable records respecting the Collateral and at all times keep at least one complete set of its records concerning substantially all of the Trademarks, Registrations and Trademark Rights at its chief executive office or principal place of business;

(h) take all reasonable steps consistent with its past practices necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Trademarks and Trademark Rights, including without limitation entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(i) use proper statutory notice in connection with its use of each of the Trademarks, Registrations and Trademark Rights; and

(j) use consistent standards of high quality (which may be consistent with such Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its retail stores and other merchandising operations.

SECTION 8. Certain Inspection Rights. Each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit such Grantor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Trademarks, Registrations or Trademark Rights (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable notice to such Grantor and as often as may be reasonably requested.

SECTION 9. Amounts Payable in Respect of the Collateral. Except as otherwise provided in this Section 9, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Collateral or any portion thereof. In connection with such collections, each Grantor may take (and, at Secured Party's direction, shall take) such action as such Grantor or Secured Party may reasonably deem necessary or advisable to enforce collection of such amounts; provided, however, that Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created, and the conditional assignment effected hereby, and to direct such obligors to make payment of all such amounts directly to Secured Party, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by such Grantor of the notice from Secured Party referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 17, and (ii) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon without the prior written consent of Administrative Agent.

SECTION 10. Trademark Applications and Litigation.

(a) Each Grantor shall have the duty diligently, through counsel reasonably acceptable to Secured Party, to prosecute any trademark application relating to any of the Trademarks held by it specifically identified in Schedule A annexed hereto that is pending as of the date of this Agreement, to make federal application on any existing or future registerable but unregistered Trademarks held by it, and to file and prosecute opposition and cancellation proceedings, renew Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Trademarks, Registrations and Trademark Rights held by it unless and until such Grantor determines, in its reasonable business judgment, that the maintenance of such Trademark is no longer necessary or desirable in the conduct of its business. Any expenses incurred in connection therewith shall be borne solely by such Grantor. No Grantor shall abandon any Trademark, Registration or Trademark Right.

(b) Except as provided in Section 10(d) and notwithstanding Section 2, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. Secured Party shall provide, at such Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(c) Each Grantor shall promptly, following its becoming aware thereof, notify Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in Section 10(a) or 10(b) or regarding such Grantor's claim of ownership in or right to use any of the Trademarks, Registrations or Trademark Rights that are material to the conduct of its business, its right to register the same, or its right to keep and maintain such Registration. Such Grantor shall provide to Secured Party any information with respect thereto requested by Secured Party.

(d) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Secured Party or otherwise, to enforce any Trademark, Registration, Trademark Right, Associated Goodwill and any license thereunder, in which event such Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Secured Party as provided in Section 18 in connection with the exercise of its rights under this Section 10. To the extent that Secured Party shall elect not to bring suit to enforce any Trademark, Registration, Trademark Right, Associated Goodwill or any license thereunder as provided in this Section 10(d), each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Trademarks, Registrations, Trademark Rights that are material to its business or Associated Goodwill by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

SECTION 11. Non-Disturbance Agreements, etc. At the request of the applicable Grantor, Secured Party shall enter into a non-disturbance agreement or other similar arrangement, at such Grantor's request and expense, with such Grantor and any licensee of any Collateral permitted hereunder in form and substance satisfactory to Secured Party pursuant to which (a) Secured Party shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest and conditional assignment created in favor of Secured Party and the other terms of this Agreement.

SECTION 12. Reassignment of Collateral. If (a) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (b) no other Event of Default shall have occurred and be continuing, (c) an assignment to Secured Party of any rights, title and interests in and to the Collateral shall have been previously made and shall have become absolute and effective pursuant to Section 2, Section 13(f) or Section 16(b), and (d) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantors and the written consent of Secured Party, Secured Party shall promptly execute and deliver to Grantors such assignments as may be necessary to reassign to the applicable Grantors any such rights, title and interests as may have been assigned to Secured Party as aforesaid, subject to any disposition thereof that may have been made by Secured Party pursuant hereto; provided that, after giving effect to such reassignment, Secured Party's security interest and conditional assignment granted pursuant to Section 1 and Section 2, as well as all other rights and remedies of Secured Party granted hereunder, shall continue to be in full force and effect; and provided, further that the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Party and Permitted Liens.

SECTION 13. Secured Party Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Secured Party or otherwise, from time to time upon the occurrence and during the continuation of an Event of Default, in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Secured Party in the use or maintenance of the Collateral;

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become obligations of such Grantor to Secured Party, due and payable immediately without demand; and

(f) (i) to execute and deliver any of the assignments or documents requested by Secured Party pursuant to Section 16(b), (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

SECTION 14. Secured Party May Perform. If any Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Grantors under Section 18.

SECTION 15. Standard of Care. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

SECTION 16. Remedies. If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "**Code**") (whether or not the Code applies to the affected Collateral), and also may, subject only to the rights of holders of any prior Liens permitted hereunder and under the Credit Agreement, (i) require any Grantor to, and each Grantor

hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties, (ii) subject to any limitations thereon contained in any applicable lease, mortgage or deed of trust, enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Secured Party deems appropriate, (iv) subject to any limitations thereon contained in any applicable lease, mortgage or deed of trust, take possession of such Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) exercise any and all rights and remedies of such Grantor under or in connection with the contracts related to the Collateral or otherwise in respect of the Collateral, including without limitation any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable. Secured Party or any Lender or Interest Rate Exchanger may be the purchaser of any or all of the Collateral at any such sale and Secured Party, as agent for and representative of Lenders and Interest Rate Exchangers (but not any Lender or Lenders or Interest Rate Exchanger or Interest Rate Exchangers in its or their respective individual capacities unless Requisite Obligees (as defined in Section 21(a)) shall otherwise agree in writing, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of such Grantor, and such Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, such Grantor shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency.

(b) Upon written demand from Secured Party, each Grantor shall execute and deliver to Secured Party an assignment or assignments of the Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of such Grantor to comply with such demand will not impair or affect the validity of the conditional assignment effected by Section 2 or its effectiveness upon notice by Secured Party as specified in Section 2. Each Grantor agrees that such an assignment (including without limitation the conditional assignment effected by Section 2) and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Party (or any Lender or Interest Rate Exchanger) receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five Business Days after written notice from Secured Party, each Grantor shall make available to Secured Party, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as Secured Party may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Party's behalf and to be compensated by Secured Party at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

SECTION 17. Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as provided in subsection 2.4C of the Credit Agreement.

SECTION 18. Indemnity and Expenses.

(a) Each Grantor jointly and severally agrees to indemnify Secured Party, each Lender and Interest Rate Exchanger from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Secured Party's or such Lender's or Interest Rate Exchanger's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Each Grantor jointly and severally agrees to pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 19. [INTENTIONALLY OMITTED]

SECTION 20. Continuing Security Interest and Conditional Assignment; Transfer of Loans; Termination.

(a) This Agreement shall create a continuing security interest in, and conditional assignment of, the Collateral and shall (i) remain in full force and effect until the payment in full of the Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, (ii) be binding upon each Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), but subject to the provisions of subsection 10.1 of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, this Agreement and the security interest and conditional assignment granted hereby shall terminate and all rights to the Collateral shall revert to Grantors.

(b) Upon any such termination Secured Party will, at Grantors' joint and several expense, execute and deliver to Grantors such instruments and documents as Grantors shall reasonably request to acknowledge and evidence such termination and Grantors shall be entitled to the return, upon their request and at their joint and several expense, against receipt and without representation or warranty by or recourse to such Secured Party, of such Collateral, to the extent such Collateral shall not have been sold or otherwise applied to the terms hereof.

SECTION 21. Secured Party as Agent.

(a) Secured Party has been appointed to act as Secured Party hereunder by Lenders and, by their acceptance of the benefits hereof, Interest Rate Exchangers. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided that Secured Party shall exercise, or refrain from exercising, any remedies provided for in Section 16 in accordance with the instructions of (i) Requisite Lenders or (ii) after payment in full of all Obligations under the Credit Agreement and the other Loan Documents, the holders of a majority of the aggregate notional amount (or, with respect to any Lender Interest Rate Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Lender Interest Rate Agreement) under all Lender Interest Rate Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as "**Requisite Obligees**"). In furtherance of the foregoing provisions of this Section 21(a), each Interest Rate Exchanger, by its acceptance of the benefits hereof, agrees that it shall have no right individually to

realize upon any of the Collateral hereunder, it being understood and agreed by such Interest Rate Exchanger that all rights and remedies hereunder may be exercised solely by Secured Party for the benefit of Lenders and Interest Rate Exchangers in accordance with the terms of this Section 21(a).

(b) Secured Party shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute notice of resignation as Secured Party under this Agreement; removal of Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute removal as Secured Party under this Agreement; and appointment of a successor Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute appointment of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Administrative Agent under subsection 9.5 of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Administrative Agent's resignation or removal hereunder as Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Secured Party hereunder.

SECTION 22. Amendments; Etc. No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party and, in the case of any such amendment or modification, by each Grantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 23. Notices. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the address of each party hereto shall be as set forth under such party's name on the signature pages hereof or, as to either party, such other address as shall be designated by such party in a written notice delivered to the other party hereto.

SECTION 24. Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 25. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 26. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 27. Governing Law; Terms. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Credit Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of New York are used herein as therein defined.

SECTION 28. Consent to Jurisdiction and Service of Process. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. Each Grantor hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to such Grantor at its address provided in Section 23, such service being hereby acknowledged by such Grantor to be sufficient for personal jurisdiction in any action against such Grantor in any such court and to be otherwise effective and binding service in every

respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring proceedings against any Grantor in the courts of any other jurisdiction.

SECTION 29. Waiver of Jury Trial. EACH GRANTOR AND SECURED PARTY HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Grantor and Secured Party each acknowledge that this waiver is a material inducement for such Grantor and Secured Party to enter into a business relationship, that such Grantor and Secured Party have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each Grantor and Secured Party further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 30. Counterparts. This Agreement may be executed 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; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned Guarantors has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**71ST & 3RD AVE. CORP.
ANDY CANDY CO., INC.
BEAVER VALLEY CINEMAS, INC.
BERKELEY CINEMA CORP.
BRICK PLAZA CINEMAS, INC.
BRICKTOWN PICTURE CORP.
CAMPUS CINEMAS, INC.
CASTLE THEATRE CORP.
CINNAMINSON THEATRE CORP.
CINE WEST, INC.
CINEMA DEVELOPMENT CORPORATION
CINEMA INVESTMENTS, INC.
CINEMA 275 EAST, INC.
CIRCLE TWIN CINEMA CORP.
CITYPLACE CINEMAS, INC.
COLLEGE THEATRE CORP.
COLORADO CINEMAS, INC.
CONTINENT CINEMAS, INC.
CRESCENT ADVERTISING CORPORATION
CRESTWOOD CINEMAS, INC.
CROFTON QUAD CORPORATION
D.H. GARFIELD ADVERTISING AGENCY, INC.
DISTRICT AMUSEMENT CORPORATION
DOWNSTATE THEATRE CORPORATION
EAST WINDSOR PICTURE CORP.
EATONTOWN THEATRE CORP.
ETON AMUSEMENT CORPORATION
FALL RIVER CINEMA, INC.
FLAT WOODS THEATER CORPORATION
FORTY-SECOND STREET CINEMAS, INC.
FOUNTAIN CINEMAS, INC.
FREEHOLD CINEMA CENTER, INC.
FREEHOLD PICTURE CORP.
GERARD THEATRE CORPORATION**


H&M CINEMA CORPORATION
HAWTHORNE AMUSEMENT CORPORATION
HINSDALE AMUSEMENT CORPORATION
I-75 THEATRES, INC.
J-TOWN CINEMAS, INC.
KIPS BAY CINEMAS, INC.
LANCE THEATRE CORPORATION
LEXINGTON MALL CINEMAS CORPORATION
LEXINGTON NORTH PARK CINEMAS, INC.
LEXINGTON SOUTH PARK CINEMAS, INC.
LIBERTY TREE CINEMA CORP.
LOEWS 34TH ST. SHOWPLACE CINEMAS, INC.
LOEWS AKRON CINEMAS, INC.
LOEWS ARLINGTON CINEMAS, INC.
LOEWS ARLINGTON WEST CINEMAS, INC.
LOEWS ASTOR PLAZA, INC.
LOEWS BALTIMORE CINEMAS, INC.
LOEWS BAY TERRACE CINEMAS, INC.
LOEWS BERE A CINEMAS, INC.
LOEWS BOULEVARD CINEMAS, INC.
LOEWS BRISTOL CINEMAS, INC.
LOEWS BROADWAY CINEMAS, INC.
LOEWS BROOKFIELD CINEMAS, INC.
LOEWS BURLINGTON CINEMAS, INC.
LOEW'S CALIFORNIA THEATRES, INC.
LOEWS CEDAR CINEMAS, INC.
LOEWS CENTERPARK CINEMAS, INC.
LOEWS CENTURY MALL CINEMAS, INC.
LOEWS CHERI CINEMAS, INC.
LOEWS CHERRY TREE MALL CINEMAS, INC.
LOEWS CHICAGO CINEMAS, INC.
LOEWS CHISHOLM PLACE CINEMAS, INC.
LOEWS CINEMAS ADVERTISING, INC.
LOEWS CLARKSVILLE CINEMAS, INC.
LOEWS CONNECTICUT CINEMAS, INC.
LOEWS CORAL SPRING CINEMAS, INC.
LOEWS CRYSTAL RUN CINEMAS, INC.
LOEWS DEAUVILLE GULF CINEMAS, INC.
LOEWS DEAUVILLE KINGWOOD CINEMAS, INC.
LOEWS DEAUVILLE NORTH CINEMAS, INC.
LOEWS DEAUVILLE SOUTHWEST CINEMAS,
INC.LOEWS DEWITT CINEMAS, INC.

LOEWS EAST VILLAGE CINEMAS, INC.
LOEWS EAST HANOVER CINEMAS, INC.
LOEWS ELMWOOD CINEMAS, INC.
LOEWS EXHIBITION RIDE INC.
LOEWS FINE ARTS CINEMAS, INC.
LOEWS FORT WORTH CINEMAS, INC.
LOEWS FREEHOLD MALL CINEMAS, INC.
LOEWS FRESH POND CINEMAS, INC.
LOEWS FRONT STREET CINEMAS, INC.
LOEWS FUQUA PARK CINEMAS, INC.
LOEWS GREECE CINEMAS, INC.
LOEWS GREENWICH CINEMAS, INC.
LOEWS GREENWOOD CINEMAS, INC.
LOEWS HARMON COVE CINEMAS, INC.
LOEWS-HARTZ MUSIC MAKERS THEATRES,
INC.
LOEWS HOLIDAY CINEMAS, INC.
LOEWS HOUSTON CINEMAS, INC.
LOEWS I-45 CINEMAS, INC.
LOEWS INDIANA CINEMAS, INC.
LOEWS KENTUCKY CINEMAS, INC.
LOEWS LAFAYETTE CINEMAS, INC.
LOEWS LEVITTOWN CINEMAS, INC.
LOEWS LINCOLN PLAZA CINEMAS, INC.
LOEWS LINCOLN THEATRE HOLDING CORP.
LOEWS LOUISVILLE CINEMAS, INC.
LOEWS MEADOWLAND CINEMAS, INC.
LOEWS MEADOWLAND CINEMAS 8, INC.
LOEWS MEMORIAL CITY CINEMAS, INC.
LOEWS MERRILLVILLE CINEMAS, INC.
LOEWS MOHAWK MALL CINEMAS, INC.
LOEWS MONROE CINEMA, INC.
LOEWS MONTGOMERY CINEMAS, INC.
LOEWS MOUNTAINSIDE CINEMAS, INC.
LOEWS NEW JERSEY CINEMAS, INC.
LOEWS NEWARK CINEMAS, INC.
LOEWS NORGATE CINEMAS, INC.
LOEWS NORWALK CINEMAS, INC.
LOEWS OPERATIONAL RIDE THEATERS INC.
LOEWS ORLAND PARK CINEMAS, INC.
LOEWS ORPHEUM CINEMAS, INC.
LOEWS PALISADES CENTER CINEMAS, INC.
LOEWS PARADISE CINEMAS, INC.

LOEWS PARK CENTRAL CINEMAS, INC.
LOEWS PEMBROKE PINES CINEMAS, INC.
LOEWS PENTAGON CITY CINEMAS, INC.
LOEWS PIPER'S THEATRES, INC.
LOEWS PITTSFORD CINEMAS, INC.
LOEWS POCONO CINEMAS, INC.
LOEWS POST CINEMAS, INC.
LOEWS PRESTON PARK CINEMAS, INC.
LOEWS RICHMOND MALL CINEMAS, INC.
LOEWS RIDGEFELD PARK CINEMAS, INC.
LOEWS ROLLING MEADOWS CINEMAS, INC.
LOEWS ROOSEVELT FIELD CINEMAS, INC.
LOEWS SAKS CINEMAS, INC.
LOEWS SHOWBOAT CINEMAS, INC.
LOEWS SOUTH SHORE CINEMAS, INC.
LOEWS SOUTHLAND CINEMAS, INC.
LOEWS STONYBROOK CINEMAS, INC.
LOEWS THEATRE MANAGEMENT CORP.
LOEWS THEATRES CLEARING CORP.
LOEWS TOMS RIVER CINEMAS, INC.
LOEWS TOWNE CINEMAS, INC.
LOEWS TRYLON THEATRE, INC.
LOEWS USA CINEMAS INC.
LOEWS VESTAL CINEMAS, INC.
LOEWS WASHINGTON CINEMAS, INC.
LOEWS WEST CINEMAS, INC.
LOEWS WEST LONG BRANCH CINEMAS, INC.
LOEWS WESTERVILLE CINEMAS, INC.
LOEWS WESTGATE CINEMAS, INC.
LOEWS WESTPORT CINEMAS, INC.
LOEWS WILLISTON CINEMAS, INC.
LOEWS WORLDGATE CINEMAS, INC.
LOEWS YORKTOWN CINEMAS, INC.
LTM NEW YORK, INC.
MALL PICTURE CORP.
MASSACHUSETTS CINEMA CORP.
MICKEY AMUSEMENTS, INC.
MID-STATES THEATRES, INC.
MIDCIN INC.
MIDDLEBROOK THEATRE CORPORATION
MIDSTATE THEATRE CORP.

MIDTOWN CINEMA, INC.
MINNESOTA CINEMAS, INC.
MONTCLAIR CINEMAS, INC.
MOVIEHOUSE CINEMAS, INC.
MUSIC MAKERS THEATRES, INC.
NEW BRUNSWICK CINEMAS, INC.
NICKELODEON BOSTON, INC.
NORTHERN NEW ENGLAND THEATRES, INC.
NUTMEG THEATRE CIRCUIT, INC.
OXMOOR CINEMAS, INC.
PARAMAY PICTURE CORP.
PARKCHESTER AMUSEMENT CORPORATION
PARSIPPANY THEATRE CORP.
PLAINVILLE CINEMAS, INC.
PLAZA CINEMAS, INC.
POLI-NEW ENGLAND THEATRES, INC.
PUTNAM THEATRICAL CORPORATION
QUAD CINEMA CORP.
RACELAND CINEMAS, INC.
RED BANK THEATRE CORPORATION
ROCHESTER HILLS STAR THEATRES, INC.
S&J THEATRES INC.
SACK THEATRES, INC.
SALEM MALL THEATRE, INC.
STAR THEATRES, INC.
STAR THEATRES OF MICHIGAN, INC.
STROUD MALL CINEMAS, INC.
SYCAMORE THEATRE, INC.
TALENT BOOKING AGENCY, INC.
TAYLOR STAR THEATRES, INC.
THEATRE HOLDINGS, INC.
TIMES THEATRES CORPORATION
TOMS RIVER THEATRE CORP.
TOWNE CENTER CINEMAS, INC.
TRI-COUNTY CINEMAS, INC.
TRI-SON SUPPLY CORP.
TRIANGLE THEATRE CORP.
U.S.A. CINEMAS, INC.
VILLAGE CINEMAS, INC.
WEBSTER CHICAGO CINEMAS, INC.
WESTCHESTER CINEMAS, INC.


**WESTLAND CINEMAS, INC.
WHITE MARSH CINEMAS, INC.
WOODRIDGE CINEMAS, INC.**

By: 
Name: John J. Walker
Title: Senior Vice President
of each of the foregoing

Notice Address:

711 Fifth Avenue, 11th Floor
New York, NY 10022
Attention: General Counsel
Tel: (212) 833-6200
Fax: (212) 833-8379

**C.O.H. ENTERTAINMENT, INC.
CINEPLEX ODEON FILMS, INC.
CINEPLEX ODEON FILMS INTERNATIONAL, INC.
PLITT SOUTHERN THEATRES, INC.
PLITT THEATRES, INC.
RKO CENTURY WARNER THEATRES, INC.
SEDGWICK MUSIC COMPANY
THE WALTER READE ORGANIZATION, INC.**

By: 
Name: John J. Walker
Title: Senior Vice President
of each of the foregoing

Notice Address:

711 Fifth Avenue, 11th Floor
New York, NY 10022
Attention: General Counsel
Tel: (212) 833-6200
Fax: (212) 833- 8379

BANKERS TRUST COMPANY

By: 

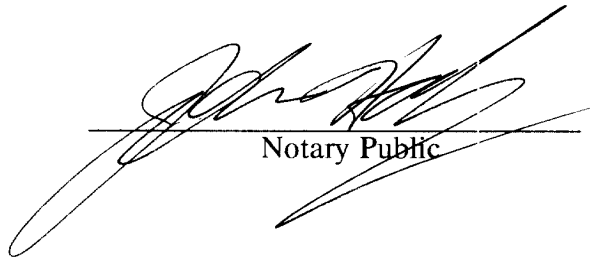
Name: JAMES REILLY
Title: VICE PRESIDENT

Notice Address:

130 Liberty Street
New York, New York 10006
Attention: James Reilly
Tel: (212) 250-9545
Fax: (212) 250-7218

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 13th day of May, 1998, before me personally came John Walker, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

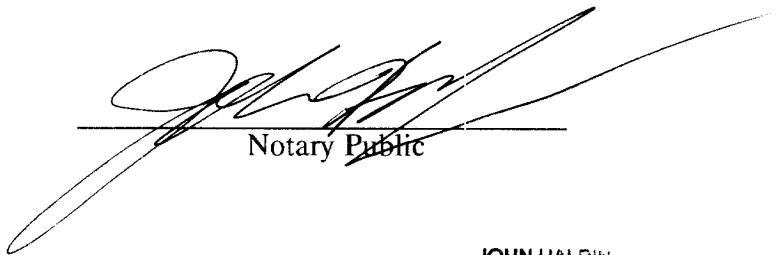


Notary Public

JOHN HALPIN
NOTARY PUBLIC, State of New York
No. 01HA5033896
Qualified in New York County
Commission Expires September 26, 1998

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 13th day of May, 1998, before me personally came James Reilly, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporations.



Notary Public

JOHN HALPIN
NOTARY PUBLIC, State of New York
No. 01HA5033896
Qualified in New York County
Commission Expires September 26, 1998