

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101956989

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

1. Name of conveying party(ies):

Edwards Theatres, Inc. 1-10-07

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: September 7, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal c/o David Price, Vice President

Address: CA 9-706-11-03, 11th Fl.

Street Address: 555 S. Flower Street

City: Los Angeles State: CA Zip: 90071

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other as Colateral Agent

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,038,191
2,155,941, 2,282,837, 2,284,802

Additional number(s) attached Yes No

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

Name: Robert L. Morrison

Internal Address: Pillsbury Winthrop LLP

Street Address: 725 S. Figueroa St.

Suite 2800

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3975

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Christopher J. Chaudoir

Name of Person Signing

Signature

10/23/01

Date

Total number of pages including cover sheet, attachments, and document: 26

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/22/2002 TDIAZ1 00000039 2155941

01 FC:481
02 FC:482

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SECURITY AGREEMENT

Between

EDWARDS THEATRES, INC., a Delaware corporation;

and

BANK OF AMERICA, N.A., as Collateral Agent

Dated as of September 7, 2001

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of September 7, 2001 ("Security Agreement"), is entered into between EDWARDS THEATRES, INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Lenders and the Revolving Lenders (as hereinafter defined) (the "Collateral Agent").

RECITALS

A. Edwards Megaplex Holdings, LLC, a Delaware limited liability company, as borrower (the "Original Borrower"), the several lenders party thereto (collectively, the "Credit Lenders"), and Bank of America, N.A., as administrative agent (the "Administrative Agent"), are parties to that certain Credit Agreement dated as of August 20, 1999, as amended, supplemented or otherwise modified, the "Original Credit Agreement").

B. On or about August 23, 2000, the Original Borrower and certain of its Subsidiaries filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court, for the Central District of California, Santa Ana Division (the "Bankruptcy Court"), with all of such cases being jointly administered for procedural purposes under the Case No. SA00-16475-LR.

C. The Bankruptcy Court entered, on or about July 23, 2001, its order confirming the Original Borrower's plan of reorganization (the "Plan of Reorganization"). In conjunction therewith, the Original Borrower and certain of the Original Subsidiaries were merged with and into the Grantor, with the Grantor being the surviving corporation in such merger.

D. Subject to and upon the terms of that certain Restructured Term Credit Agreement dated as of even date herewith among the Grantor, the several lenders party from time to time thereto (collectively, the "Lenders;" individually, a "Lender"), the Administrative Agent and the Collateral Agent (as same may be amended, supplemented or otherwise modified or restated from time to time, the "Term Credit Agreement"), the Grantor has requested the Lenders to make available to it a term credit facility in the aggregate principal amount of \$180,000,000 and the Lenders have committed to do so.

E. As a condition precedent to the Lenders' obligation to extend credit under the Term Credit Agreement and as security for the payment and performance of the Obligations (as defined in the Term Credit Agreement) (the "Term Debt Obligations"), the Grantor is required to execute and deliver this Security Agreement, and to grant to the Collateral Agent on behalf of the Lenders, the Administrative Agent and the Collateral Agent (collectively, the "Term Secured Parties"), a continuing security interest in and Lien (as defined in the Term Credit Agreement) upon the Collateral, as hereinafter provided.

F. As more fully discussed in the Term Credit Agreement, the Grantor may, in the future, enter into a revolving credit agreement (as amended, supplemented, restated or otherwise modified, the "Revolving Credit Agreement" and collectively with the Term Credit Agreement, the "Credit Agreements") with one or more lenders (individually, a "Revolving Lender" and collectively, the "Revolving Lenders"; any administrative agent thereunder, or in the absence of an administrative agent, a single lender, being called the "Revolving Facility Agent"), pursuant

to which the Grantor may borrow up to \$20,000,000. The parties hereto agree that, upon the effectiveness of a Revolving Credit Agreement in accordance with the terms and conditions set forth in the Term Credit Agreement, this Security Agreement shall also secure (subject to the Intercreditor Agreement referred to below) the payment and performance of the "Obligations" under, and as defined in, such Revolving Credit Agreement (the "Revolving Debt Obligations") (the Term Debt Obligations and the Revolving Debt Obligations, collectively, the "Obligations"). In the event any Revolving Credit Agreement shall become effective in accordance with the foregoing sentence, for purposes of this Security Agreement, the Revolving Lenders, the Revolving Facility Agent and the Collateral Agent shall be collectively referred to as the "Revolving Secured Parties", and the Term Secured Parties and the Revolving Secured Parties shall be collectively referred to as the "Secured Parties."

G. In addition, in the event any such Revolving Credit Agreement shall become effective, this Security Agreement shall also be subject to an Intercreditor Agreement by and among the Administrative Agent, the Revolving Lenders and/or the Revolving Facility Agent (as the case may be) and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), as more fully described in the Term Credit Agreement. In such case, in the event of a conflict between the terms of this Security Agreement and the terms of such Intercreditor Agreement in respect of the rights and obligations of the Secured Parties and the Grantor, the terms of the Intercreditor Agreement shall govern.

H. This Security Agreement shall become effective upon the Closing Date (as defined in the Term Credit Agreement); in no event shall this Security Agreement be deemed to be effective prior to the Closing Date (as defined in the Term Credit Agreement).

NOW, THEREFORE, in consideration of the above recitals and in order to induce the Lenders to make the Term Credit Agreement, and the Revolving Lenders to make the Revolving Credit Agreement, available to the Grantor, the parties hereto hereby agree as follows:

AGREEMENT

1. Appointment of Collateral Agent. Pursuant to the terms of the Credit Agreements, each Secured Party has (or, upon the effectiveness of the Revolving Credit Agreement, will have, as applicable) appointed the Collateral Agent as its agent under the Security Agreements (as defined in the Credit Agreements) (including, without limitation, this Security Agreement), and the Collateral Agent has (or, upon the effectiveness of the Revolving Credit Agreement, will have, as applicable) accepted such appointment. The Collateral Agent shall act as secured party, agent, bailee and custodian for the exclusive benefit of the Secured Parties with respect to the Collateral (as defined below). The Collateral Agent agrees to act with respect to the Collateral for the exclusive benefit of the Secured Parties and is not, and shall not at any time in the future be, in any way or to any extent, subject to the direction or control of the Grantor (without derogation of the Collateral Agent's obligations to honor any requests of the Grantor as expressly provided for or required in this Security Agreement).

2. Grant of Security Interest. The Grantor hereby pledges, assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the property described in Paragraph 3 below (collectively and severally, the "Collateral") to secure prompt

payment in full when due, whether at stated maturity, by acceleration or otherwise, and performance of all Obligations.

3. Collateral. The Collateral shall consist of all right, title and interest of the Grantor in and to the following:

(a) All now existing and hereafter arising receivables, accounts, contracts, contract rights, chattel paper, documents, instruments, investment property, letter-of-credit rights and general intangibles of the Grantor, including but not limited to any and all partnership interests and/or interests in limited liability companies and all payment intangibles, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and including all leases, rentals, earnings, income, deposits, security deposits, receipts, royalties, revenues, issues, profits, proceeds and accounts receivable generated from the leasing, use and operation of all or any portion of the Grantor's real property and/or improvements thereon and all rights of the Grantor now and hereafter arising in and to all security agreements, guaranties, leases and other writings securing or otherwise relating to any such receivables, accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles;

(b) All inventory of the Grantor, now owned and hereafter acquired, wherever located, including, without limitation, all merchandise, goods and other personal property which are held for sale or lease, all raw materials, work in process, materials used or consumed in the Grantor's business and finished goods, all goods in which the Grantor has an interest in mass or a joint or other interest or gifts of any kind (including goods in which the Grantor has an interest or right as consignee), and all goods which are returned to or repossessed by the Grantor, together with all additions and accessions thereto and replacements therefor and products thereof and documents therefor;

(c) All equipment of the Grantor, now owned and hereafter acquired, wherever located, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, including, without limitation, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings and fixtures;

(d) All now existing and hereafter acquired Computer Hardware and Software Collateral, Copyright Collateral, Patent Collateral, Trademark Collateral and Trade Secrets Collateral (as those terms are defined in Paragraph 16 below) (collectively, the "Intellectual Property Collateral");

(e) All deposit accounts, now existing and hereafter arising or established, in which the Grantor has an interest, maintained in the Grantor's name with any financial institution or other holder including, without limitation, those accounts described more particularly on Schedule 1 attached hereto, and any and all funds at any time held therein and all certificates, and other writings, if any, from time to time representing, evidencing or deposited into such accounts, and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(f) All now existing and hereafter acquired books, records, writings, data bases, information and other property relating to, used or useful in connection with, embodying, incorporating or referring to, any of the foregoing Collateral;

(g) All other property of the Grantor now or hereafter in the possession, custody or control of the Collateral Agent, and all property of the Grantor in which the Collateral Agent now has or hereafter acquires a security interest for the benefit of the Secured Parties;

(h) Rights under insurance policies, letter of credit rights, and supporting obligations, including without limitation guaranties;

(i) All now existing and hereafter acquired cash and cash equivalents held by the Grantor not otherwise included in the foregoing Collateral;

(j) All rights to and interest in all cash and non-cash dividends and/or distributions of any kind or nature and all other property now or hereafter distributable on account of or received or receivable with respect to any of the foregoing Collateral;

(k) All other tangible and intangible personal property of the Grantor; and

(l) All products and proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when the Collateral or proceeds thereof is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

Notwithstanding anything to the contrary in any Loan Document (as defined in the Credit Agreements), for purposes hereof, the term "Collateral" shall not include (i) any right under any lease, license, contract, agreement, instrument or other document if the granting of a security interest therein or an assignment thereof would violate any enforceable provision of such lease, license, contract, agreement, instrument or other document, as applicable, and (ii) any right in or to the UBOC Excluded Account or any payroll account.

4. Grantor's Obligations. The obligations secured by this Security Agreement shall consist of all Obligations of the Grantor, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred.

5. Representations and Warranties. In addition to all representations and warranties of the Grantor set forth in the Credit Agreements, the Grantor hereby represents and warrants, on the date hereof and at the time of delivery of any of the Collateral hereunder, that:

(a) Except as permitted by the Credit Agreements and except for the Liens (as defined in the Credit Agreements) in favor of the Collateral Agent for the benefit of the Secured Parties, no Person (as defined in the Credit Agreements) has (or, in the case of after-acquired Collateral, at the time the Grantor acquires rights therein, will have) any Lien (as defined in the Credit Agreements) in, against or to any of the Collateral.

(b) All information heretofore, herein or hereafter supplied to the Collateral Agent or any Secured Party by or on behalf of the Grantor relating to the creation, perfection and maintenance of a security interest in the Collateral is accurate and complete in all material respects.

(c) The Grantor has delivered to the Collateral Agent all instruments, chattel paper and other items of Collateral in which a security interest is or may be perfected by possession pursuant to the UCC (as defined in the Credit Agreements), together with such additional writings, including, without limitation, assignments, with respect thereto, as the Collateral Agent may reasonably request.

(d) Except as permitted by the Credit Agreements and except for security interests in favor of the Secured Parties, no person has (or, in the case of after-acquired Collateral, at the time the Grantor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other Lien (as defined in the Credit Agreements) or charge) in, against or to the Collateral.

6. Covenants and Agreements of the Grantor. In addition to all covenants and agreements of the Grantor set forth in the Credit Agreements, the Grantor hereby agrees, at no cost or expense to the Collateral Agent or any of the Secured Parties:

(a) To do all acts that may be necessary or as reasonably requested by the Collateral Agent to maintain, preserve and protect the Collateral, including the priority and perfection of the security interest of the Collateral Agent in the Collateral for the benefit of the Secured Parties therein, including by obtaining Control Agreements (as defined in the Credit Agreements), or otherwise establishing "control" as prescribed by the UCC (as defined in the Credit Agreements), in form and substance satisfactory to the Collateral Agent with respect to the Collateral consisting of deposit accounts, investment property, letter of credit rights, and electronic chattel paper (notwithstanding any provision in this Security Agreement to the contrary, the Grantor shall not have to provide a Control Agreement (as defined in the Credit Agreements) for, or take any other action to perfect the Collateral Agent's security interest in, any Excluded Deposit Account (as defined in the Term Credit Agreement));

(b) With respect to the Collateral in possession of a third party, upon the reasonable request of the Collateral Agent, to join with the Collateral Agent in notifying the third party of the Secured Parties' security interest and to cause the third party that is holding the Collateral to acknowledge the security interest created by this Security Agreement, and/or take such other action as may be reasonably requested by the Collateral Agent to perfect such security interest for the benefit of the Secured Parties;

(c) Not to create any chattel paper without placing a legend on such chattel paper acceptable to the Collateral Agent indicating that the Secured Parties have a security interest in the chattel paper;

(d) Not to use or permit any Collateral to be used in violation of any provision of this Security Agreement or the Credit Agreements;

(e) To appear in and defend any action or proceeding which may affect its right, interest or title to, or any Secured Party's interest in, the Collateral;

(f) Not to sell or otherwise dispose of, or grant any option or warrant with respect to, the Collateral, and to keep the Collateral free of all levies and security interests or other Liens (as defined in the Credit Agreements) or charges, in each case except as permitted by the Loan Documents (as defined in the Credit Agreements);

(g) To account fully for and, promptly upon receipt thereof, deliver to the Collateral Agent, in the form received, all documents, chattel paper, instruments and agreements constituting the Collateral hereunder and all proceeds of the Collateral received, all endorsed to the Collateral Agent or in blank, as reasonably requested by the Collateral Agent, and until so delivered all such documents, instruments, agreements and proceeds shall be held by the Grantor in trust for the Collateral Agent for the benefit of the Secured Parties, separate from all other property of the Grantor and shall be identified as subject to the lien of the Collateral Agent on behalf of the Secured Parties;

(h) To keep separate, accurate and complete records of the Collateral and to provide the Collateral Agent with such records, reports and other information as the Collateral Agent may reasonably request from time to time;

(i) To give the Collateral Agent thirty (30) days' prior written notice of any change in the Grantor's chief place of business, state of incorporation, state organizational identification number or legal name or trade name(s) or style(s) referred to in Paragraph 11 below;

(j) To keep the records concerning the Collateral at the location(s) referred to in Paragraph 11 below and not to remove such records from such location(s) without thirty (30) days' prior written notice of the Collateral Agent;

(k) To keep the Collateral at the location(s) referred to in Paragraph 11 below and not to remove any of the Collateral from such location(s) without the prior written consent of the Collateral Agent; provided, however, that the Collateral may be removed without such consent to any location where the security interest herein of the Collateral Agent is perfected to the same extent as it was perfected in the location from which such item of Collateral was removed;

(l) To procure, execute and deliver from time to time any endorsements, notifications, registrations, assignments, financing statements, and other writings deemed necessary by the Collateral Agent to perfect, maintain and protect the Secured Parties' security interest in the Collateral (other than the Excluded Deposit Accounts (as defined in the Term Credit Agreement)) and the priority thereof; and to take such other actions as the Collateral Agent may request or as otherwise necessary to protect the Collateral and the Secured Parties' security interest in the Collateral, including, without limitation, provision of assurances from third parties regarding the Collateral Agent's access to, right to foreclose and sell the Collateral;

(m) To reimburse the Collateral Agent upon demand for any reasonable costs and expenses, including, without limitation, reasonable attorneys' fees (including the allocated

cost of inside counsel), the Collateral Agent may incur while exercising any right, power or remedy provided by this Security Agreement or by law, all of which costs and expenses are included in the Obligations secured hereby. The Grantor covenants and agrees to pay the collateral agent fees of the Collateral Agent as set forth in the Credit Agreements and the Intercreditor Agreement and the reasonable fees and expenses of counsel to the Collateral Agent in connection with the negotiation, preparation, administration, development and review of this Security Agreement;

(n) To give the Collateral Agent prompt written notice of any real property to be acquired or leased by the Grantor, along with such additional information as the Collateral Agent shall request, including a copy of the lease (which shall permit the assignment thereof to the Collateral Agent) thereof, if such property shall be a leased property, accompanied by a certificate of the Grantor to the effect that such copy is a true and correct copy thereof, and, in connection therewith shall, within fifteen (15) days after the acquisition or leasing of such property, deliver to the Collateral Agent the following (in form and substance reasonably satisfactory to the Collateral Agent):

(i) a Deed of Trust or Leasehold Deed of Trust, as applicable, executed by the Grantor, with respect to such property;

(ii) with respect to each Deed of Trust or Leasehold Deed of Trust, evidence of the recording thereof, or of the provision acceptable to the Collateral Agent for the recording thereof, and any other documents to be recorded in such office or offices as may be necessary or desirable (including but not limited to memoranda of leases) to perfect each Lien (as defined the Credit Agreements) purported to be created thereby or to otherwise protect the rights of the Secured Parties thereunder; and

(iii) a commitment for an ALTA Lender's policy of Title Insurance relating to such property naming the Collateral Agent, for the benefit of the Secured Parties, as the insured in an amount, containing coverage (including endorsements) and otherwise in form and substance satisfactory to the Collateral Agent and subject only to those exceptions permitted by the Collateral Agent; and

(o) To, at any time and from time to time upon the request of the Collateral Agent, execute, deliver and acknowledge or cause to be executed, delivered or acknowledged, such further documents and instruments and do such other acts and things as the Collateral Agent may reasonably request in order to fully effect the purposes of this Security Agreement.

7. Authorized Action by Collateral Agent. The Grantor hereby agrees that:

(a) From time to time, without presentment, notice or demand, and without affecting or impairing in any way the rights of the Secured Parties with respect to the Collateral, the obligations of the Grantor hereunder or the Obligations, the Collateral Agent may, but shall not be obligated to, and shall incur no liability to the Grantor, any Secured Party or any third party for failure to, take any action which the Grantor is obligated by this Security Agreement to do.

(b) The Collateral Agent may execute in its own name or in the name of the Grantor and file one or more financing statements or other collateral documents describing the Collateral in such jurisdictions as reasonably deemed appropriate by the Collateral Agent from time to time, if allowed under applicable law.

(c) The Collateral Agent may file photostatic or other copies of financing statements signed or authenticated by the Grantor or of this Security Agreement in such jurisdictions as deemed appropriate by the Collateral Agent from time to time.

(d) After the occurrence and during the continuance of an Event of Default, the Grantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact to exercise such rights and powers as it deems necessary to enforce and protect its rights hereunder, including without limitation: (i) to collect by legal proceedings or otherwise and endorse, receive and acknowledge receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral, (ii) to enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral, (iii) to insure, process and preserve the Collateral; (iv) to transfer the Collateral to its own or its nominee's name, (v) to make any compromise or settlement and take any action it deems advisable, with respect to the Collateral, and (vi) subject to the provisions of Paragraph 8 below, to notify any obligor on any Collateral to make payment directly to the Collateral Agent.

The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties an exclusive, irrevocable power of attorney, with full power and authority in the place and stead of the Grantor to take all such action permitted under this Paragraph 7. The Grantor agrees to reimburse the Collateral Agent upon demand for any reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, the Collateral Agent may incur while acting as the Grantor's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations secured hereby. It is further agreed and understood between the parties hereto that such care as the Collateral Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Collateral Agent's possession; provided, however, that the Collateral Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

8. Collection of Collateral Payments.

(a) The Grantor shall, at its sole cost and expense, take all necessary action to obtain payment, when due and payable, of all sums due or to become due with respect to any Collateral ("Collateral Payments" or a "Collateral Payment"), including, without limitation, the taking of such action with respect thereto as the Collateral Agent or any Secured Party may reasonably request, or, in the absence of such request, as the Grantor may reasonably deem advisable; provided, however, that from and after the occurrence and during the continuance of an Event of Default, the Grantor shall not, without the prior written consent of the Collateral Agent, grant or agree to any rebate, refund, compromise or extension with respect to any Collateral Payment or accept any prepayment on account thereof. The Grantor will reimburse the Collateral Agent promptly upon demand for all out-of-pocket costs and expenses, including

reasonable attorneys' fees and litigation expenses, incurred by the Collateral Agent in seeking to collect any Collateral Payment. Upon the request of the Collateral Agent made from and after the occurrence and during the continuance of an Event of Default, the Grantor will notify and direct any party who is or might become obligated to make any Collateral Payment, to make payment thereof to such accounts as the Collateral Agent may reasonably direct in writing.

(b) Upon the reasonable request of the Collateral Agent, which request will be made only following the occurrence of and during the continuation of an Event of Default, the Grantor will, forthwith upon receipt, transmit and deliver to the Collateral Agent, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by the Collateral Agent) which may be received by the Grantor at any time as payment on account of any Collateral Payment and if such request shall be made, until delivery to the Collateral Agent, such items will be held in trust for the Collateral Agent and the Secured Parties and will not be commingled by the Grantor with any of its other funds or property. Thereafter, the Collateral Agent is hereby authorized and empowered to endorse the names of the Grantor on any check, draft or other instrument for the payment of money received by the Collateral Agent on account of any Collateral Payment if the Collateral Agent believes such endorsement is necessary or desirable for purposes of collection.

(c) The Grantor will indemnify and save harmless the Collateral Agent from and against all liabilities and expenses on account of any adverse claim asserted against the Collateral Agent relating to any moneys received by the Collateral Agent on account of any Collateral Payment (except for those claims resulting from the gross negligence or willful misconduct of the Collateral Agent) and such obligation of the Grantor shall continue in effect after and notwithstanding the discharge of the Obligations and the release of the security interest granted in Paragraph 2 above.

9. Additional Representations and Covenants Regarding Intellectual Property Collateral.

(a) Except as permitted by the Credit Agreements, the Grantor will preserve and protect its rights in Intellectual Property Collateral to the extent necessary to further the best interests of its business.

(b) In no event shall the Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent thereof in writing and executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to perfect, in favor of the Collateral Agent, a first-priority security interest (subject to Section 7.1 of the Term Credit Agreement) in such Intellectual Property Collateral and the goodwill and general intangibles of the Grantor relating thereto or represented thereby.

(c) The Grantor shall, contemporaneously herewith, execute and deliver to the Collateral Agent agreements in form and substance reasonably satisfactory to the Collateral Agent and reasonably required to acknowledge or register or perfect, in favor of the Collateral

Agent, a first-priority security interest (subject to Section 7.1 of the Term Credit Agreement) in any Intellectual Property Collateral.

(d) The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a present, irrevocable, paid-up royalty-free world wide and non-exclusive license under all Intellectual Property Collateral, if any, owned by the Grantor or licensed to the Grantor with the right, exercisable only after the occurrence and during the continuance of an Event of Default, to sublicense (both on the date hereof and in the future) to make, have made, reproduce, have reproduced, prepare derivative works of, perform, or display (publicly or otherwise) or otherwise use, sell, lease or distribute any products or processes to the extent permitted by any applicable license or applicable law, except Intellectual Property Collateral as to which the Secured Parties have a perfected security interest that permits exercise of the remedies set forth herein upon the occurrence and during the continuance of an Event of Default. The Collateral Agent shall have the right to sublicense or unconditionally assign such license, limited only in the case of licenses of intellectual property owned by unaffiliated third parties to the extent permitted in the applicable license. Such license may be subject to the payment of royalties by the Grantor to third parties.

(e) As of the Closing Date (as defined in the Term Credit Agreement), (i) the Grantor has no Patent Collateral with respect to which the Grantor has made a filing with the U.S. Patent and Trademark Office or Copyright Collateral with respect to which the Grantor has made a filing with the U.S. Copyright Office and (ii) except as set forth on Schedule 4, the Grantor has no Trademark Collateral with respect to which the Grantor has made a filing with the U.S. Patent and Trademark Office.

10. Remedies. Upon the occurrence of and during the continuance of an Event of Default, the Collateral Agent may, without notice to or demand on the Grantor and in addition to all rights and remedies available to the Collateral Agent and the Secured Parties with respect to the Obligations, at law, in equity or otherwise, do any one or more of the following:

(a) Foreclose or otherwise enforce the Collateral Agent's security interest in any manner permitted by law or provided for in this Security Agreement.

(b) Sell, lease or otherwise dispose of any Collateral at one or more public or private sales at the Collateral Agent's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as the Collateral Agent may determine.

(c) Recover from the Grantor all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees (including the allocated cost of internal counsel), incurred or paid by the Collateral Agent or any Secured Party in exercising any right, power or remedy provided by this Security Agreement.

(d) Require the Grantor to assemble the Collateral and make it available to the Collateral Agent at a place to be designated by the Collateral Agent.

(e) Enter onto property where any Collateral is located and take possession thereof with or without judicial process, to the extent permitted by applicable law.

(f) Prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Collateral Agent deems reasonably necessary and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent or technical process used by the Grantor.

The Grantor shall be given not less than ten (10) days prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the Collateral is to be made, which notice the Grantor hereby agrees shall be deemed reasonable notice thereof. Upon any sale or other disposition pursuant to this Security Agreement, the Collateral Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including the Collateral Agent) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of the Grantor and the Grantor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

11. Place of Business; Collateral Location; Records Location. The Grantor represents that its chief place of business is as set forth on Schedule 2 attached hereto; that the Grantor's exact legal name and place of formation are as set forth in the preamble to this Security Agreement; that the only trade names or styles currently used by the Grantor is set forth on said Schedule 2; that the Grantor's state organizational identification number is set forth on said Schedule 2.

12. Cumulative Rights; Indemnity, etc. The rights, powers and remedies of the Secured Parties under this Security Agreement shall be in addition to all rights, powers and remedies given to the Secured Parties by virtue of any statute or rule of law, the Loan Documents (as defined in the Credit Agreements) or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing any Secured Party's security interest in the Collateral. The Grantor shall indemnify and save the Secured Parties harmless from and against any and all liabilities, losses and damages which they may incur in the exercise or performance of any of their rights or powers in connection herewith (except for the Secured Parties' own gross negligence or willful misconduct). This indemnity shall survive the termination of this Security Agreement and the resignation or removal of the Collateral Agent.

13. Waiver of Hearing. The Grantor expressly waives any constitutional or other right to a judicial hearing prior to the time the Collateral Agent takes possession or disposes of the Collateral upon the occurrence of an Event of Default, to the extent permitted by applicable law.

14. Waiver. Any forbearance or failure or delay by any Secured Party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of the Collateral Agent or any of the Secured Parties shall continue in full force and

effect until such right, power or remedy is specifically waived in a writing executed by the Collateral Agent or such other Secured Party, as applicable. The Grantor waives any right to require any Secured Party to proceed against any person or to exhaust any Collateral or to pursue any remedy in such Secured Party's power.

15. Intellectual Property Collateral. For purposes of this Security Agreement, the following capitalized terms shall mean the following:

“Computer Hardware and Software Collateral” means all of the Grantor's right, title and interest in now existing and hereafter created or acquired:

(a) Computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) Software programs (including both source code, object code and all related applications and data files), whether owned, licensed or leased, designed for use on the computers and electronic data processing hardware described in subparagraph (a) above;

(c) Firmware associated therewith;

(d) Documentation (including flow charts, logic, diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in subparagraphs (a) through (c) above; and

(e) Rights with respect to all of the foregoing, including, without limitation, any and all of the Grantor's copyrights, licenses, options, warranties, service contracts, program services, test rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

“Copyright Collateral” means all of the Grantor's right, title and interest in now existing and hereafter created or acquired copyrights and all semi-conductor chip product mask works of the Grantor, whether by statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of the Grantor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right of the Grantor to sue for past, present and future infringements of any thereof, all rights of the Grantor corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims damages and proceeds of suit.

“Patent Collateral” means all of the Grantor's right, title and interest in now existing and hereafter created or acquired:

(a) Letters patent and applications for letters patent throughout the world, including all of the Grantor's patent applications in preparation for filing anywhere in the world and with the United States Patent and Trademark Office;

(b) Patent licenses;

(c) Reissues, divisions, conditions, continuations-in-part, extensions, renewals and reexaminations of any of the items described in subparagraphs (a) and (b) above, and

(d) Proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringements suits), the right of the Grantor to sue third parties for past, present or future infringements of any patent or patent application of the Grantor, and for breach of enforcement of any patent license, and all rights corresponding thereto throughout the world.

“Trademark Collateral” means all of the Grantor's right, title and interest in now existing and hereafter created or acquired:

(a) Trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, certification makers, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or any office or agency of the United States of America or any State thereof or any foreign country;

(b) Trademark licenses;

(c) Reissues, extensions or renewals of any of the items described in subparagraphs (a) and (b) above;

(d) The goodwill of the business of the Grantor connected with the use of, and symbolized by the item described in subparagraphs (a) and (b) above; and

(e) Proceeds of, and rights of the Grantor associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

“Trade Secrets Collateral” means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Grantor (all of the foregoing being collectively called a “Trade Secret”) whether or not such Trade Secret has been reduced to a writing or other tangible form including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including the right to sue for

and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

16. Termination. This Security Agreement shall terminate when all the Obligations have been paid in full in cash and neither the Lenders nor the Revolving Lenders have any further commitment to extend credit under the Credit Agreements, and promptly after such termination, the Collateral Agent shall return to the Grantor all physical Collateral that then remains in its possession.

17. Release. Subject to the terms of the Intercreditor Agreement, if each of the Credit Agreements permits the Grantor to dispose of any Collateral, such Collateral shall cease to be Collateral hereunder in accordance with the terms of the Credit Agreements, and the Collateral Agent shall release such Collateral from the Lien (as defined in the Credit Agreements) hereof. The Secured Parties irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien (as defined in the Credit Agreements) granted to or held by the Collateral Agent upon any Collateral:

(a) constituting property sold or to be sold or disposed of as part of or in connection with any disposition permitted under the Term Credit Agreement subject to any mandatory prepayment of the Loans (as defined in the Term Credit Agreement) pursuant to the terms of the Term Credit Agreement;

(b) constituting property in which the Grantor owned no interest at the time the Lien (as defined in the Credit Agreements) was granted or at any time thereafter;

(c) constituting property leased to the Grantor or any of its Subsidiaries under a lease which has expired or been terminated in a transaction permitted under the Credit Agreements or is about to expire and which has not been, and is not intended by the Grantor or such Subsidiary to be, renewed or extended;

(d) consisting of an instrument evidencing indebtedness if the indebtedness evidenced thereby has been paid in full; or

(e) if approved, authorized or ratified in writing by all Secured Parties.

Upon request by the Collateral Agent at any time, but without derogation of any right of the Grantor contained in any Loan Document (as defined in the Credit Agreements), the Secured Parties will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 17. Except as otherwise expressly provided for in this Security Agreement and the Credit Agreements, the Collateral Agent shall not amend, or give any consent under, this Security Agreement without the prior written consent thereto of all Secured Parties.

18. Events of Default. For purposes of this Security Agreement, "Event of Default" shall mean, collectively, an Event of Default (as defined in the Term Credit Agreement) and/or an "Event of Default" (as defined in the Revolving Credit Agreement).

19. Setoff. The Grantor agrees that each Secured Party may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured but subject to the terms of the Intercreditor Agreement and the Credit Agreements.

20. No Responsibility for Loss. The Collateral Agent and the Secured Parties are hereby released from all responsibility for any depreciation in or loss of value of the Collateral.

21. Binding on Successors and Assigns. All rights and obligations of each party hereto shall inure to the benefit of their respective successors and assigns.

22. Amendment. This Security Agreement may not be amended or modified except by a writing signed by the Grantor and the Collateral Agent.

23. Notices. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including by facsimile transmission) and mailed, faxed or delivered, to the address, facsimile number or electronic mail (in the circumstances permitted by this Section) address specified for notices on Schedule 3; or, in the case of the Grantor or the Collateral Agent, to such other address as shall be designated by such party in a notice to the other parties, and in the case of any other party, to such other address as shall be designated by such party in a notice to the Grantor and the Collateral Agent. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the intended recipient and (ii) (A) if delivered by hand or by courier, when signed for by the intended recipient; (B) if delivered by mail, upon receipt; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the limitations of this Section below), when delivered (except as to communications between the Grantor and the Collateral Agent, when received). Any notice or other communication permitted to be given, made or confirmed by telephone hereunder shall be given, made or confirmed by means of a telephone call to the intended recipient at the number specified on Schedule 3, it being understood and agreed that a voicemail message shall in no event be effective as a notice, communication or confirmation hereunder.

The Collateral Agent shall be entitled to rely on the authority of any Person (as defined in the Credit Agreements) purporting to be a Person (as defined in the Credit Agreements) authorized by the Grantor to give such notice and believed by them to be genuine and correct and the Collateral Agent shall not have any liability to the Grantor or other Person (as defined in the Credit Agreements) on account of any action taken or not taken by the Collateral Agent in reliance upon such notice. The obligation of the Grantor hereunder shall not be affected in any way or to any extent by any failure by the Collateral Agent to receive written confirmation of any notice or the receipt by the Collateral Agent of a confirmation which is at variance with the terms understood by the Collateral Agent to be contained in the notice.

Electronic mail and internet and intranet websites may be used only to distribute routine communications, such as financial statements and other information, and to distribute Loan Documents (as defined in the Credit Agreements) for execution by the parties thereto, and may not be used for any other purpose.

24. Counterparts. This Security Agreement may be executed by one or more of the parties to this Security Agreement in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

25. Severability. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Security Agreement or any instrument or agreement required hereunder.

26. Governing Law and Jurisdiction.

(a) THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA; PROVIDED THAT THE GRANTOR AND THE COLLATERAL AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, EACH OF THE GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO.

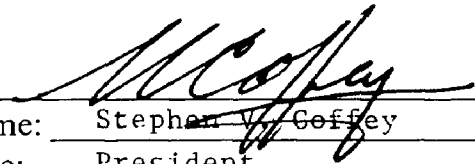
27. Waiver of Right to Jury Trial. THE GRANTOR AND THE COLLATERAL AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OF, OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE GRANTOR AND THE COLLATERAL AGENT EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS SECURITY AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SECURITY AGREEMENT.

28. Entire Agreement. Together with the Credit Agreements and the Loan Documents (as defined in the Credit Agreements), this Security Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of such parties, verbal or written.

29. Conflicting Terms. Notwithstanding anything to the contrary in any Loan Document (as defined in the Credit Agreements), in the event of a conflict between the terms of this Security Agreement and the terms of the Intercreditor Agreement in respect of the rights and obligations of the Secured Parties and the Grantor, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

EDWARDS THEATRES, INC.

By 
Name: Stephen V. Coffey
Title: President

BANK OF AMERICA, N.A., as Collateral Agent

By _____
Name: _____
Title: _____

29. Conflicting Terms. Notwithstanding anything to the contrary in any Loan Document (as defined in the Credit Agreements), in the event of a conflict between the terms of this Security Agreement and the terms of the Intercreditor Agreement in respect of the rights and obligations of the Secured Parties and the Grantor, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

EDWARDS THEATRES, INC.

By _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as Collateral Agent

By  _____
Name: Clara Y. Strand
Title: Managing Director

LIST OF SCHEDULES AND EXHIBITS

- | | |
|------------|---|
| Schedule 1 | Existing Deposit Accounts |
| Schedule 2 | Locations of Equipment, Inventory, Places of Business,
Chief Executive Offices, and Books and Records and
Tradenames, By State and County |
| Schedule 3 | Addresses for Notice |
| Schedule 4 | Trademark Collateral |

Schedule 1
To Security Agreement

Existing Deposit Accounts

Name in which Deposit Account is maintained	Name of Depository Institution	Address of Depository Institution	Telephone Number of Depository Institution	ABA Routing Number AND Account Number	Description of Account
Edwards Theatres, Inc. ("ET")	Wells Fargo Bank ("WFB")	Wells Fargo Bank P.O. Box 63020 San Francisco, CA 94163	(800) 451-5817	WFB Routing No. 121000248 49500-12450	Concentration Deposit Account
ET	WFB	Wells Fargo Bank P.O. Box 63020 San Francisco, CA 94163	(800) 451-5817	49500-12468	Theatre Depository Account
ET	WFB	Wells Fargo Bank P.O. Box 63020 San Francisco, CA 94163	(800) 451-5817	49500-12476	Change Order Account
ET	WFB	Wells Fargo Bank P.O. Box 63020 San Francisco, CA 94163	(800) 451-5817	49500-21022	Corporate Depository Account
ET	WFB	Wells Fargo Bank P.O. Box 63020 San Francisco, CA 94163	(800) 451-5817	49500-21048	Accounts Payable
ET	WFB	Wells Fargo Bank P.O. Box 63020 San Francisco, CA 94163	(800) 451-5817	663-1935467	Money Market Account
ET	WFB	Wells Fargo Bank P.O. Box 63020 San Francisco, CA 94163	(800) 451-5817	_____	Account required by Plan of Reorganization

Locations of Equipment, Inventory, Places of Business, Chief Executive Offices and
Books and Records and Tradenames, By State and County

Location of Equipment and Inventory: See Nos. 2 and 3 of Schedule 5.16 of the Credit Agreement.

Chief Place of Business and Location of Books and Records: 300 Newport Center Drive, Newport Beach, California 92660.

Trade Names or Styles: None.

State Identification No.: EIN#33-0976218

Address for Notice

EDWARDS THEATRES, INC.


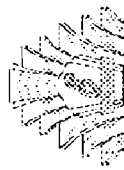
300 Newport Center Drive
Newport Beach, CA 92660
Attention: President
Telephone: 949-640-4600
Fax: 949-719-6088

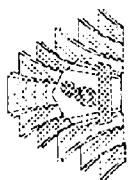
BANK OF AMERICA, N.A.

as Collateral Agent

CA9-706-11-03
555 South Flower Street, 11th Floor
Los Angeles, CA 90071-2385
Attention: David L. Price, Vice President
Agency Management, 10831
Telephone: 213-228-5061
Fax: 415-503-5011
E-mail: david.price@bankofamerica.com

Trademark Collateral

COUNTRY	MARK	CLASS/SERVICES	APP. NO./ APP. DATE	REG. NO./ REG. DATE	RENEWAL DATE	STATUS
United States	EDWARDS	Class 41: Movie theatres	74/680,214 05/26/95	2,038,191 02/18/97	02/18/07	REGISTERED.
Canada	EDWARDS	Class 41: Entertainment services namely movie theatres and cinemas	890,292 09/15/98			ALLOWED; Declaration of Use due 09/15/01.
United States	EDWARDS	Class 36: Leasing of shopping mall, retail store and office space; Class 42: Restaurant services	74/685,028 06/06/95	2,155,941 05/12/98	05/12/08	REGISTERED.
United States		Class 41: Entertainment services, namely movie theatres and cinemas	75/449,830 03/13/98	2,282,837 10/05/99	10/05/09	REGISTERED.
Canada		Class 41: Entertainment services namely movie theatres and cinemas	890,194 09/14/98			PUBLISHED on 06/28/00 (seeking registration based solely on U.S. Registration).

United States	 (3-Dimensional Design)	Class 41: Entertainment services namely movie theatres and cinemas	75/449,855 03/13/98	2,284,802 10/12/99	10/12/09	REGISTERED.
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