

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marquee Cinemas, Inc.		12/06/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2309004	MARQUEE CINEMAS

CORRESPONDENCE DATA	
Fax Number:	(404)602-8670
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-888-4265
Email:	HWRITM@hunton.com
Correspondent Name:	Timothy V. Johnson
Address Line 1:	600 Peachtree Street, NE
Address Line 2:	Suite 4100, Bank of America Plaza
Address Line 4:	Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.3
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NAME OF SUBMITTER:	Shannon Adkins
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 6, 2004, by MARQUEE CINEMAS, INC., a Delaware corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Agent and sole Lead Arranger (in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, Marquee Cinemas-AL, Inc., an Alabama corporation (“**MC-AL**”), Marquee Cinemas - CT, Inc., a Connecticut corporation (“**MC-CT**”), Marquee Cinemas - FL, Inc., a Florida corporation (“**MC-FL**”), Marquee Cinemas KY, Inc., a Kentucky corporation (“**MC-KY**”), Marquee Cinemas - MA, Inc., a Massachusetts corporation (“**MC-MA**”), Marquee Cinemas - NC, Inc., a North Carolina corporation (“**MC-NC**”), Marquee Cinemas-NJ, Inc., a New Jersey corporation (“**MC-NJ**”), Marquee Cinemas-NY, Inc., a New York corporation (“**MC-NY**”), Marquee Cinemas - OH, Inc., an Ohio corporation (“**MC-OH**”), Marquee Cinemas - PA, Inc., a Pennsylvania corporation (“**MC-PA**”), Marquee Cinemas SC, Inc., a South Carolina corporation (“**MC-SC**”), Marquee Cinemas - TN, Inc., a Tennessee corporation (“**MC-TN**”), Marquee Cinemas - TX, Inc., a Texas corporation (“**MC-TX**”), Marquee Cinemas VA, Inc., a Virginia corporation (“**MC-VA**”), and Marquee Cinemas-WV, Inc., a West Virginia corporation (“**MC-WV**”, together with Grantor, MC-AL, MC-CT, MC-FL, MC-KY, MC-MA, MC-NC, MC-NJ, MC-NY, MC-OH, MC-PA, MC-SC, MC-TN, MC-TX and MC-VA, each a “**Borrower**” and collectively, the “**Borrowers**”), Marquee Cinemas Holdings, Inc., a Delaware corporation, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers (including, without limitation, Grantor);

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers (including, without limitation, Grantor) shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Borrowers’ Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the

“Trademark Collateral”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

Schedule 1
to
Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MARQUEE CINEMAS	Reg. No. 2,309,004	1/19/2000

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
None.		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Trademark License Agreement	<p>Licensor: Marquee Cinemas, Inc.</p> <p>Licensee: Marquee Cinemas-AL, Inc., Marquee Cinemas - CT, Inc., Marquee Cinemas - FL, Inc., Marquee Cinemas KY, Inc., Marquee Cinemas - MA, Inc., Marquee Cinemas - NC, Inc., Marquee Cinemas-NJ, Inc., Marquee Cinemas-NY, Inc., Marquee Cinemas - OH, Inc., Marquee Cinemas - PA, Inc., Marquee Cinemas SC, Inc., Marquee Cinemas - TN, Inc., Marquee Cinemas - TX, Inc., Marquee Cinemas VA, Inc., and Marquee Cinemas-WV, Inc.</p>	November 30, 2004