

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Cinemas Acquisition Co.		04/05/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	277 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3025519	FILMCALENDAR	
Registration Number:	3043591	F L M	
Registration Number:	2963828	FLM	
Registration Number:	3047629		
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0296		

CH \$115.00 3025519

NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	04/12/2006
Total Attachments: 7 source=Trade001#page1.tif source=Trade001#page2.tif source=Trade001#page3.tif source=Trade001#page4.tif source=Trade001#page5.tif source=Trade001#page6.tif source=Trade001#page7.tif	

SUPPLEMENT NO. 1
TO THE TRADEMARK SECURITY AGREEMENT
DATED AS OF APRIL 30, 2004

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit and Guaranty Agreement dated as of April 30, 2004, as amended and restated as of April 5, 2006 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among Landmark Acquisition Corp. (the "Borrower"), the various affiliated guarantors named therein (the "Guarantors", the Borrower and the Guarantors being collectively referred to as the "Pledgors" and each individually as a "Pledgor"), the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), as Administrative Agent (in its capacity as such, the "Administrative Agent") and as issuer of the letters of credit, the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement among the Pledgors, the Lenders and the Administrative Agent, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in all personal property of the Pledgors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Pledgors in, to and under any Trademarks and Trademark licenses, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement);

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 30, 2004 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement;

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all of such Pledgor's right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement, pursuant to paragraph B below, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The following Trademarks are hereby added to Schedule A to the Trademark Security Agreement:

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>
FILMCALENDAR	Silver Cinemas Acquisition Co.	3025519
FILM	Silver Cinemas Acquisition Co.	3043591
FLM	Silver Cinemas Acquisition Co.	2963828
DESIGN ONLY	Silver Cinemas Acquisition Co.	3047629
E STREET CINEMA	Silver Cinemas Acquisition Co.	N/A
L logo design	Silver Cinemas Acquisition Co.	N/A

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of March ___, 2006.

LANDMARK ACQUISITION CORP.

By: 
Name: Schuyler Hansen
Title: Chief Financial Officer

SILVER HOLDCO INC.
SILVER CINEMAS ACQUISITION CO.
TRULY INDIE LLC

By: 
Name: Schuyler Hansen
Title: Chief Financial Officer

[Signature pages to Supplement No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 003288 FRAME: 0301

STATE OF California)

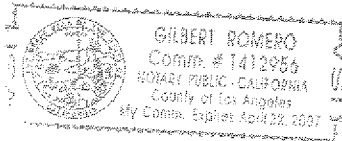
COUNTY OF Los Angeles) : ss.:

On this the 31st day of March, 2006, before me,
Gilbert Romero, the undersigned Notary Public, personally appeared
William Schuyler Hansen,

[] personally known to me,

proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of Landmark Acquisition Corp. (the "Corporation") who executed the foregoing instrument on behalf of the Company and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.





Notary Public

[Signature pages to Supplement No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 003288 FRAME: 0302

STATE OF California)

: ss.:

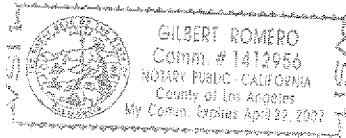
COUNTY OF Los Angeles)

On this the 31st day of March, 2006, before me,
Gilbert Romero, the undersigned Notary Public, personally appeared
William Schuyler Hansen,

[] personally known to me,

proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the corporations known as Silver Holdco Inc. and Silver Cinemas Acquisition Co. (the "Corporations") who executed the foregoing instrument on behalf of the Corporations, and acknowledged that each such Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.





Notary Public

STATE OF California
: ss.:
COUNTY OF Los Angeles

On this the 31st day of March, 2006 before me,
Gilbert Romero, the undersigned Notary Public, personally appeared
William Schuyler Hansen et al.

[] personally known to me,

proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the limited liability company known as Truly Indie LLC (the "Company") who executed the foregoing instrument on behalf of the Company, and acknowledged that such limited liability company executed it pursuant to a written consent of its sole member.

WITNESS my hand and official seal.





Notary Public

[Signature pages to Supplement No. 1 to Trademark Security Agreement]