

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
Multiplex Properties, Inc.		10/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Lehman Commerical Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	78253573	CELEBRITY CLUB
Registration Number:	2778743	CINE EN ESPANOL
Registration Number:	1660126	CINEMARK
Registration Number:	2390388	CINEMARK
Registration Number:	1598964	CINEMARK THEATRES
Serial Number:	78811074	CINEMARK WIRELESS
Registration Number:	2968071	CINEMARKETING
Registration Number:	2709501	CIN-E-MONEY
Registration Number:	2741910	CIN E MONEY ONLINE FUNDS \$
Serial Number:	78201605	DIGITAL EDGE
Registration Number:	2799373	FOR REEL MOVIE LOVERS
Registration Number:	1540958	FRONT ROW JOE
Registration Number:	3148292	
Registration Number:	1558480	

OP \$815.00 78253573

Registration Number:	2751249	FUN FILMS FOR KIDS!
Registration Number:	1551346	
Registration Number:	1840170	HOLLYWOOD USA
Registration Number:	2174197	HOLLYWOOD USA
Registration Number:	2201454	MAMA RUGI'S
Registration Number:	1560196	MOVIES 10
Registration Number:	1560195	MOVIES 5
Registration Number:	1560194	MOVIES 6
Registration Number:	1560193	MOVIES 8
Registration Number:	3030614	REEL FAMILY TIME
Registration Number:	2243783	STUDIO EATS
Registration Number:	2307801	STUDIO EATS
Registration Number:	2778521	SUMMER MOVIE CLUBHOUSE
Registration Number:	2610424	TAKE THE DIGITAL HIGHWAY BYPASS NO LINES ONLINE
Registration Number:	2390351	THE BEST SEAT IN TOWN
Registration Number:	1982838	TINSELTOWN
Registration Number:	2238053	TINSELTOWN USA
Serial Number:	78253581	TREATING YOU LIKE A STAR

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053113/1979
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	10/10/2006

Total Attachments: 7
source=MulPlxTS#page1.tif
source=MulPlxTS#page2.tif
source=MulPlxTS#page3.tif

source=MulPlxTS#page4.tif
source=MulPlxTS#page5.tif
source=MulPlxTS#page6.tif
source=MulPlxTS#page7.tif

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October [5], 2006 is made by MULTIPLEX PROPERTIES, INC., a Delaware corporation (the "Obligor"), in favor of LEHMAN COMMERCIAL PAPER INC., a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October [5], 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CINEMARK HOLDINGS, INC., a Delaware corporation (together with any of its permitted successors and assigns, the "Parent"), CINEMARK, INC., a Delaware corporation (together with any of its permitted successors and assigns, "Holdings"), CNMK HOLDING, INC., a Delaware corporation, CINEMARK USA, INC., a Texas corporation and parent of the Obligor (together with any of its permitted successors and assigns, the "Borrower"), the Lenders, the Agent, LEHMAN BROTHERS INC. ("LBI") and MORGAN STANLEY SENIOR FUNDING, INC. ("Morgan Stanley"), as joint lead arrangers and joint bookrunners (in such capacities, the "Arrangers"), MORGAN STANLEY SENIOR FUNDING, INC., as syndication agent (in such capacity, the "Syndication Agent"), BNP PARIBAS and GENERAL ELECTRIC CAPITAL CORPORATION, as co-documentation agents (in such capacity, the "Co-Documentation Agents").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October [5], 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks (as defined below); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

053113-1979-10476-NY01.2599806.2

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (as referenced and comprised by, without limitation, those trademarks listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 5th day of October, 2006.

MULTIPLEX PROPERTIES, INC.
as Obligor

By: *Jason Paszkale*
Name: Jason Paszkale
Title: President

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 3rd day of October, 2006.

MULTIPLEX PROPERTIES, INC.
as Obligor

By: _____
Name: _____
Title: _____

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

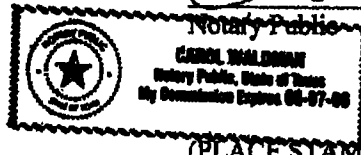
By: J.O.
Name: *Jeff Ogden*
Title: *Managing Director, Leveraged Finance*

ACKNOWLEDGMENT OF OBLIGOR

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 4 day of October, 2006, before me personally came Vaton Raaschle who is personally known to me to be the President of MULTIPLEX PROPERTIES, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Carol Waldman



(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 5 day of October, 2006, before me personally came Jeff Ogden, who is personally known to me to be the Managing Director of LEHMAN COMMERCIAL PAPER INC., a New York corporation; who, being duly sworn, did depose and say that she/he is the Managing Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Melodia Hatcher

Notary Public MELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2006
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CELEBRITY CLUB	78/253,573
CINE EN ESPANOL AND DESIGN	2,778,743
CINEMARK	1,660,126
CINEMARK AND DESIGN	2,390,388
CINEMARK THEATRES	1,598,964
CINEMARK WIRELESS AND DESIGN	78/811,074
CINEMARKETING	2,968,071
CIN-E-MONEY	2,709,501
CIN E MONEY ONLINE FUNDS \$ AND DESIGN	2,741,910
DIGITAL EDGE	78/201,605
FOR REEL MOVIE LOVERS	2,799,373
FRONT ROW JOE	1,540,958
DESIGN ONLY	3,148,292
DESIGN ONLY	1,558,480
FUN FILMS FOR KIDS!	2,751,249
DESIGN ONLY	1,551,346
HOLLYWOOD USA	1,840,170
HOLLYWOOD USA	2,174,197
MAMA RUGI'S	2,201,454
MOVIES 10	1,560,196
MOVIES 5	1,560,195
MOVIES 6	1,560,194
MOVIES 8	1,560,193
REEL FAMILY TIME	3,030,614
STUDIO EATS	2,243,783
STUDIO EATS AND DESIGN	2,307,801
SUMMER MOVIE CLUBHOUSE	2,778,521
TAKE THE DIGITAL HIGHWAY BYPASS NO LINES ONLINE	2,610,424
THE BEST SEAT IN TOWN	2,390,351
TINSELTOWN	1,982,838
TINSELTOWN USA AND DESIGN	2,238,053
TREATING YOU LIKE A STAR	78/253,581

053113-1979-10476-NY01.2599806.2