

## 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
Digital Cinema Implementation Partners, LLC		05/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	One Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4035344	KASIMA	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0295		
DOMESTIC REPRESENTATIVE			
Name:			

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Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

05/23/2013

**Total Attachments: 6**

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 17, 2013 (this "Agreement"), by Digital Cinema Implementation Partners, LLC (the "Grantor") and Barclays Bank PLC, as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 17, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Digital Cinema Implementation Partners, LLC, a Delaware limited liability company ("DCIP"), Kasima Holdings, LLC, a Delaware limited liability company ("Holdings"), Kasima, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May \_\_, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among DCIP, Holdings, the Borrower, the Subsidiaries from time to time party thereto and Barclays Bank PLC, as Administrative Agent (the "Administrative Agent"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those United States registered Patents and Patent applications listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof including those United States registered Trademarks and Trademark applications listed on Schedule II (the "Trademarks");

(d) all goodwill associated with the Trademarks or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(f) all past, present and future claims and causes of action arising out of or related to any infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor.

Notwithstanding anything herein to the contrary, in no event shall the Patent and Trademark Collateral include any contract, license or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent such contract, license or agreement or rights or interests thereunder is excluded from the Article 9 Collateral by Section 4.01(d) of the Collateral Agreement and the grant of the Security Interest in the Collateral Agreement.

**SECTION 3. Collateral Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

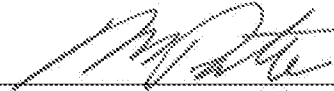
**SECTION 4. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually signed counterpart of this Agreement.

**SECTION 5. Governing Law.** This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**DIGITAL CINEMA IMPLEMENTATION  
PARTNERS, LLC,**

by



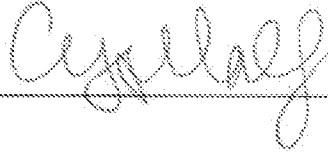
\_\_\_\_\_  
Name. Michael Politi  
Title: Executive Vice President and  
Secretary

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005034 FRAME: 0382**

BARCLAYS BANK PLC, as Administrative Agent.

by



Name:

Title:

**Craig Malloy**  
**Director**

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005034 FRAME: 0383**

Patents

None.

Patent Applications

None.

Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Digital Cinema Implementation Partners, LLC	KASIMA	4,035,344	10/4/2011

Trademark Applications

None.