

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks (Releases RF 4766/0736)
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE		06/17/2015	National Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	CARMIKE CINAMAS, INC.
<b>Street Address:</b>	1301 First Avenue
<b>City:</b>	Columbus
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	31902
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3912421	BIG D
Registration Number:	3921189	BIG DDD DIGITAL EXPERIENCE
Registration Number:	1448964	CARMIKE
Registration Number:	1702213	CARMIKE CINEMAS
Registration Number:	1450101	CARMIKE CINEMAS
Registration Number:	1702214	C
Registration Number:	2126330	HOLLYWOOD CONNECTION
Registration Number:	2357500	SUMMIT CINEMA CAFE
Registration Number:	2756369	WYNNSONG CINEMAS

## CORRESPONDENCE DATA

Fax Number: 7147558290

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

OP \$240.00 3912421

<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0076
<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/atk/
<b>DATE SIGNED:</b>	06/22/2015
<b>Total Attachments: 3</b> source=Carmike Release 4766-0736#page1.tif source=Carmike Release 4766-0736#page2.tif source=Carmike Release 4766-0736#page3.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), effective as of this 17 day of June, 2015, is made by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, with an address at 150 East 42<sup>nd</sup> Street, 40<sup>th</sup> Floor, New York, New York 10017, as collateral trustee (in such capacity, together with its successors and permitted assigns, the (“Collateral Trustee”)) for the Lenders in favor of Carmike Cinemas, Inc., a Delaware corporation with an address of 1301 First Avenue, Columbus, Georgia 31902 (“Borrower”), as follows:

**W I T N E S S E T H**

WHEREAS, the Borrower and the Collateral Trustee are parties to that certain Second Lien Collateral Agreement, dated as of April 27, 2012 (together with all amendments and modifications, if any, from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Borrower pledged and granted to the Collateral Trustee a security interest in and to all Borrower’s right, title and interest in all trademarks, trademark licenses and trademark applications, including as set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) to secure the Obligations (as defined in the Collateral Agreement);

WHEREAS, in furtherance of the Collateral Agreement, the Borrower executed that certain Grant of Security Interest in Trademark Collateral, dated as of April 27, 2012 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), which was duly recorded on April 27, 2012 at Reel/Frame 4766/0736 in the United States Patent and Trademark Office.

WHEREAS, the Collateral Trustee wishes to release and restore all right, title and interest in and to the Trademarks to the Borrower and to dissolve those liens and encumbrances created by the Trademark Security Agreement and the Collateral Agreement in respect of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Trustee hereby grants, assigns and conveys, without recourse or warranty, to the Borrower all of its rights, title and interest in the Trademarks, and terminates, releases, discharges, quitclaims and relinquishes unto the Borrower any and all security interests and liens it has against the Trademarks.

The Collateral Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the intents and purposes of this Release.




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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed on the date first written above.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Trustee

By: Stefan Victory  
Name: STEFAN VICTORY  
Title: VICE PRESIDENT

**SCHEDULE 1**

<b>Trademark</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
BIG D	85008467	3912421	Carmike Cinemas, Inc.
BIG DDD DIGITAL EXPERIENCE 	85008469	3921189	Carmike Cinemas, Inc.
CARMIKE and design 	73635178	1448964	Carmike Cinemas, Inc.
CARMIKE CINEMAS <i>Carmike Cinemas</i>	74184695	1702213	Carmike Cinemas, Inc.
CARMIKE CINEMAS	73635210	1450101	Carmike Cinemas, Inc.
Design 	74184696	1702214	Carmike Cinemas, Inc.
HOLLYWOOD CONNECTION	75145603	2126330	Carmike Cinemas, Inc.
SUMMIT CINEMA CAFE	75756340	2357500	Carmike Cinemas, Inc.
WYNNSONG CINEMAS	78179380	2756369	Carmike Cinemas, Inc.

TRADEMARK RELEASE