

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinemark USA, Inc.		05/08/2015	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3520291	RELAX. REFRESH. ENJOY.	
Registration Number:	3672021	C	
Registration Number:	3733210		
Registration Number:	3791359	CINEMARK XD	
Registration Number:	3794718	EXTREME DIGITAL CINEMA	
Registration Number:	3861458	C	
Registration Number:	4017185	CINEMARK NEXTGEN	
Registration Number:	4106730	RAVEXTREME	
Registration Number:	4250599	CINEMODE	
Registration Number:	4265710	CINEVINO	
Registration Number:	4300058	WHERE FILM LOVERS GO	
Registration Number:	4460197	MOVIE BISTRO	
Registration Number:	4460198	CINEMARK MOVIE BISTRO	
Registration Number:	4488580	RAVE	
Registration Number:	4491103	RAVE CINEMAS	
Registration Number:	4527812	XD	
Registration Number:	4527857	XD	
Registration Number:	4721295	CINEMARK RESERVE	
Registration Number:	4721333	CINEMARK RESERVE	

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Property Type	Number	Word Mark
Registration Number:	4721371	STUDIO EATS
Registration Number:	4845456	C
Registration Number:	4796568	CINEMARK LUXURY LOUNGER
Registration Number:	4796569	CINEMARK LUXURY LOUNGER
Serial Number:	78725101	THE FUTURE: NOW FROZEN
Serial Number:	86021181	CRAVE

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5187

Email: ksolomon@stblaw.com

Correspondent Name: JaeWon Lee, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 008330/0083

NAME OF SUBMITTER: JaeWon Lee

SIGNATURE: /j/

DATE SIGNED: 12/12/2016

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 8, 2015 is made by CINEMARK USA, INC., a Texas corporation (the "Borrower"), in favor of BARCLAYS BANK PLC, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of December 18, 2012 (as amended, restated, amended and restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), among Borrower, Cinemark Holdings, Inc., the Lenders and the Agent.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of October 5, 2006, in favor of Lehman Commercial Paper Inc. (the "Predecessor Agent") as predecessor agent to the Agent (together with all amendments, restatements, amendments and restatements, supplements and other modifications from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to that certain Second Amendment, dated as of January 29, 2010, between Agent, Predecessor Agent, the Borrower, the other Loan Parties party thereto and the lenders party thereto, Predecessor Agent assigned to the Agent and Agent assumed from Predecessor Agent the interest in and to Predecessor Agent's rights and obligations under the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, and lien on, all of Borrower's Intellectual Property, including the Trademarks listed on Schedule A hereto (but, for the avoidance of doubt, excluding in each case any Excluded Assets); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency 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 Borrower 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and lien on, all of the Borrower's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Collateral") to the Agent for the benefit of the Agent and the Lenders.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower 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 Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Security Agreement, the terms of the Security 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.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CINEMARK USA, INC.

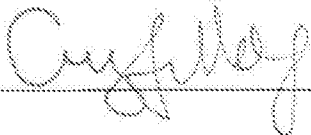
By: 

Name: Michael Cavalier

Title: Executive Vice President- General Counsel; Secretary

Date:

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name:

Title:

Date:

Craig Malloy

Director

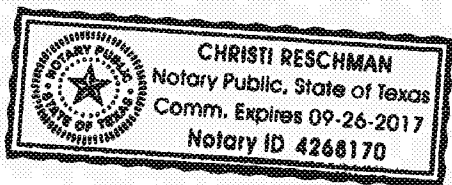
[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005944 FRAME: 0169

ACKNOWLEDGMENT OF BORROWER

STATE OF)
) ss
COUNTY OF)

On the 19 day of July, 2016, before me personally came Michael Cevalier, who is personally known to me to be the EVP-General Counsel of CINEMARK USA, INC., a Texas corporation; who, being duly sworn, did depose and say that she/he is the EVP-General Counsel 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.



Christi Reschman
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Reg. #	Appl. #	Owner (USPTO)
RELAX. REFRESH. ENJOY.	3,520,291	77432158	Cinemark USA, Inc.
C	3,672,021	77586569	Cinemark USA, Inc.
[Design Only]	3,733,210	77501536	Cinemark USA, Inc.
CINEMARK XD	3,791,359	77739515	Cinemark USA, Inc.
EXTREME DIGITAL CINEMA	3,794,718	77739525	Cinemark USA, Inc.
C	3,861,458	77586588	Cinemark USA, Inc.
CINEMARK NEXTGEN	4,017,185	85166191	Cinemark USA, Inc.
RAVEXTREME	4,106,730	85219151	Cinemark USA, Inc.
CINEMODE	4,250,599	85192324	Cinemark USA, Inc.
CINEVINO	4,265,710	85526138	Cinemark USA, Inc.
WHERE FILM LOVERS GO	4,300,058	85483595	Cinemark USA, Inc.
MOVIE BISTRO	4,460,197	85857359	Cinemark USA, Inc.
CINEMARK MOVIE BISTRO	4,460,198	85857412	Cinemark USA, Inc.
RAVE	4,488,580	86020405	Cinemark USA, Inc.
RAVE CINEMAS	4,491,103	86021153	Cinemark USA, Inc.
XD	4,527,812	85795716	Cinemark USA, Inc.
XD	4,527,857	85831210	Cinemark USA, Inc.
CINEMARK RESERVE	4,721,295	86173833	Cinemark USA, Inc.
CINEMARK RESERVE	4,721,333	86183128	Cinemark USA, Inc.
STUDIO EATS	4,721,371	86194463	Cinemark USA, Inc.
C	4,845,456	86577897	Cinemark USA, Inc.
CINEMARK LUXURY LOUNGER	4,796,568	86332301	Cinemark USA, Inc.
CINEMARK LUXURY LOUNGER	4,796,569	86332314	Cinemark USA, Inc.
THE FUTURE: NOW FROZEN	N/A	78725101	Cinemark USA, Inc.
CRAVE	N/A	86021181	Cinemark USA, Inc.