

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National CineMedia, LLC		06/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	6300 South Syracuse Way, Suite 300		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3877058	NATIONAL CINEMEDIA	
Registration Number:	3893024	NATIONAL CINEMEDIA	
Registration Number:	3885871	NATIONAL CINEMEDIA	
Registration Number:	3893022	NCM	
Registration Number:	3883004	NCM	
Registration Number:	3877057	NCM	
Registration Number:	3883003	NCM	
Registration Number:	4466753	AUDIOTRAX	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>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.</i>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Kristin Yohannan, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	57000.54400		

CH \$215.00 3877058

NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	06/20/2018
Total Attachments: 5 source=12. NCM - Trademark Security Agreement [Executed]#page1.tif source=12. NCM - Trademark Security Agreement [Executed]#page2.tif source=12. NCM - Trademark Security Agreement [Executed]#page3.tif source=12. NCM - Trademark Security Agreement [Executed]#page4.tif source=12. NCM - Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2018, by National CineMedia, LLC, a Delaware limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties as defined in that certain Guarantee and Collateral Agreement dated as of June 20, 2018 made by and among the Grantors (as defined therein) party thereto and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

RECITALS

Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, and lien on, all of the following property 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, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (collectively, the “Trademark Collateral”):

(a) all of the Trademarks of the Grantor, along with the goodwill attached thereto, including, but not limited to, those expressly listed on Schedule I attached hereto; provided, however, the definition of “Trademarks” as used herein shall not include (i) (x) any assets for which the grant of a security interest, therein or the pledge thereof (A) (I) is prohibited by or in violation of any applicable law, rule or regulation at any time or (II) requires Governmental Authority that has not been obtained contemplation thereof (after giving effect to the applicable anti-assignment provisions of the UCC of any relevant jurisdiction or other applicable laws or principles or equity) or (B) is prohibited by contract binding on the Grantor on the date hereof or, if later, at the time the assets subject to such contractual obligation was acquired (so long as not entered into in contemplation of such acquisition) or would trigger termination under any such permitted contract binding on such assets that was in existence at the time of acquisition of such asset (and not entered into in contemplation thereof) (in each case, after giving effect to the applicable anti-assignment provisions of the UCC of any relevant jurisdiction or other applicable laws or principles or equity), (y) any lease, license or other agreement to the extent, and for so long as, a security interest therein is prohibited by or in violation of a term, provision or condition of, or would invalidate or give any other party thereto (other than the Grantor) the right to terminate, any such lease, license or agreement (in each case, after giving effect to the applicable anti-assignment provisions of the UCC of any relevant jurisdiction or other applicable laws or

principles or equity) or (z) any license from any Governmental Authority or state or local franchise, charter or authorization to the extent, and for so long as, a security interest therein is prohibited or restricted pursuant to the terms thereof (in each case, after giving effect to the applicable anti-assignment provisions of the UCC of any relevant jurisdiction or other applicable laws or principles or equity), any (ii) intent-to-use Trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable law;

(b) all books and records pertaining to the Trademarks; and

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Supporting Obligations in respect of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the Grantor; provided, however that the Administrative Agent shall provide the Grantor with written notice of any such amendment. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

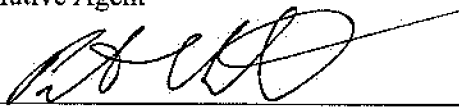
NATIONAL CINEMEDIA, LLC

By: National CineMedia, Inc., its Manager

By: 
Name: Katherine L. Scherping
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Peter Christensen
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Country	Mark	Registration No.	Registration Date
National CineMedia, LLC	United States	NATIONAL CINEMEDIA	3877058	Nov. 16, 2010
	United States	NATIONAL CINEMEDIA	3893024	Dec. 21, 2010
	United States	NATIONAL CINEMEDIA	3885871	Dec. 07, 2010
	United States	NCM	3893022	Dec. 21, 2010
	United States	NCM	3883004	Nov. 30, 2010
	United States	NCM	3877057	Nov. 16, 2010
	United States	NCM	3883003	Nov. 30, 2010
	United States	AUDIOTRAX	4466753	Jan. 14, 2014

Trademark Applications

None.