

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Grant of Security Interest in Trademark Collateral at R/F 7011/0783		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		01/05/2021	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3912421	BIG D	
Registration Number:	3921189	BIG DDD DIGITAL EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0418		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/06/2021		
Total Attachments: 4			
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**ASSIGNMENT OF GRANT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as January 5, 2021, is entered into by and between CITICORP NORTH AMERICA, INC., ("Assignor") and WILMINGTON SAVINGS FUND SOCIETY, FSB ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms, directly or by reference, in the Trademark Security Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), American Multi-Cinema, Inc., a Missouri corporation (the "Grantor") and the other grantors party thereto entered into an Amended and Restated Pledge and Security Agreement with the Assignor, dated as of April 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor executed and delivered that certain Trademark Security Agreement, dated as of July 30, 2020 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, Grantor granted to Assignor, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the "Trademark Collateral"), as security for the payment or performance, as the case may be, in full of all Secured Obligations;

WHEREAS, Assignor recorded the Trademark Security Agreement with the United States Patent and Trademark Office on July 30, 2020, at Reel 7011, Frame 0783;


WHEREAS, pursuant to a Successor Agent Appointment and Agency Transfer Agreement, dated as of January 5, 2021, Assignor resigned as Administrative Agent and Collateral Agent under the Credit Agreement, the Pledge and Security Agreement and the Trademark Security Agreement, and Assignee assumed such role, and Assignor agreed to execute and deliver such documentation as may reasonably be necessary to evidence the resignation and appointments described therein, and to assign the Trademark Security Agreement; and

WHEREAS, Assignee has requested Assignor to execute and deliver this Assignment to effectuate and confirm the assignment of the Security Interest in the Trademark Collateral, and for purposes of recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its Security Interest in the Trademark Collateral. The foregoing assignment is made as-is, where is and without representation or warranty of any kind, whether express or implied, and without recourse to Assignor.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

CITICORP NORTH AMERICA, INC., as Assignor

By: 
Name: Matthew S. Burke
Title: Vice President and Managing Director

ACCEPTANCE AND ASSUMPTION

Assignee, as successor Collateral Agent, accepts and assumes the foregoing Assignment.

DATED as of the 5th day of January, 2021.

**WILMINGTON SAVINGS FUND SOCIETY,
FSB**

as Assignee

By: 

Name: Patrick J. Healy

Title: Senior Vice President

SCHEDULE I

Trademarks and Trademark Applications

MARK NAME	CTRY	APPL NO	REG NO	CLASS	STATUS	CURRENT OWNER
BIG D	US	85/008,467	3,912,421	41	Registered	American Multi-Cinema, Inc.
BIG DDD DIGITAL EXPERIENCE	US	85/008,469	3,921,189	41	Registered	American Multi-Cinema, Inc.