

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637083

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LICENSE
RESUBMIT DOCUMENT ID:	900602925

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arclight Cinema Company		11/09/2020	Corporation: CALIFORNIA
Pacific Theatres Entertainment Corporation		11/09/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	DT Operator, LLC
Street Address:	120 N. Robertson Blvd.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2870777	ARCLIGHT
Registration Number:	2824307	ARCLIGHT CINEMAS
Registration Number:	4545541	ARCLIGHT FILMS
Serial Number:	88841504	MOVIE POUR
Registration Number:	6107273	SOUND ADVICE
Registration Number:	2704374	WHERE MOVIE LOVERS BELONG
Registration Number:	5213116	YOUR MOVIE-TIME. UNINTERRUPTED.
Registration Number:	1787159	PACIFIC THEATRES
Registration Number:	2368501	PACIFIC THEATRES

CORRESPONDENCE DATA

Fax Number: 7044441111

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: 704-444-1115

Email: elaine.hunt@alston.com

Correspondent Name: Lauren R. Timmons

Address Line 1: Alston & Bird LLP

TRADEMARK

Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER: 363159

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 04/06/2021

Total Attachments: 12

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**TRADEMARK LICENSE AGREEMENT
(ArcLight Hollywood)**

This License Agreement (the “Agreement”), is made and entered into on this 9th day of November, 2020 (“Effective Date”), by and between ArcLight Cinema Company, a California corporation (“ArcLight Licensor”), Pacific Theatres Entertainment Corporation, a California corporation (“Pacific Licensor”) (ArcLight Licensor and Pacific Licensor each a “Licensor” and together “Licensors”), and DT Operator, LLC (“Licensee”).

WHEREAS, ArcLight Licensor owns the trademarks, service marks and logos set forth in the attached Exhibit A, together with goodwill symbolized thereby (collectively the “ArcLight Marks”); and

WHEREAS, Pacific Licensor owns the trademarks, service marks and logos set forth in the attached Exhibit A, together with goodwill symbolized thereby (collectively the “Pacific Marks”; together with the ArcLight Marks, the “Marks”);

[REDACTED]

WHEREAS, Licensee operates a theatre location in the neighborhood of Hollywood, California at 6360 Sunset Boulevard, Los Angeles, CA 90028 (referred to herein as the “ArcLight Premises”) and desires to obtain from Licensors, and Licensors desire to grant to Licensee, a license to use the Marks in connection with the operation by Licensee of the ArcLight Premises and the Business Purpose (as defined below) all as set forth in this Agreement and pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Rights.

(a) License Rights. Subject to the rights reserved by Licensor set forth in Section 2 below, each Licensor grants to Licensee during the Term a royalty-free, non-transferable (except as provided under Section 10 below) right and license to use its respective Marks solely in connection with the operation and marketing by Licensee of the ArcLight Premises and of any other facility owned or operated by Licensee (or its affiliated designee or assignee) in the Exclusive Territory (defined

below) (collectively, the “Business Purpose”) with the right to negotiate and execute sublicenses of the Marks (subject to the terms and conditions of this Agreement) solely for the Business Purpose, subject to the applicable quality control provisions of this Agreement.

(b) Exclusivity. Subject to the rights reserved to Licensors, Licensee has (i) the exclusive right to use the ArcLight Marks for the Business Purpose, including the ArcLight Premises and any other facility owned or operated by Licensee (or its affiliated designee or assignee) within the area of Hollywood, California (“Exclusive Territory”) (ii) the non-exclusive right to use the Marks worldwide in connection with the marketing and promotion of the ArcLight Premises and the Business Purpose. Other than with respect to the locations listed on **Exhibit B**, each Licensor agrees during the Term not to open or operate, or authorize or license a third party to open or operate, a theater or any other facility under the “ArcLight Cinemas” or “Pacific Theatres” names or to market or advertise (itself or through a third party) any theater or any other facility under the “ArcLight Cinemas” or “Pacific Theatres” names (other than the locations listed on **Exhibit B**) within a five (5) mile radius of the ArcLight Premises. Notwithstanding the foregoing, the parties acknowledge and agree that general online or digital marketing by Licensors outside the Exclusive Territory that may inadvertently spill-over into the Exclusive Territory shall not be considered a breach of this Section 1(b).

2. **Rights Reserved by Licensor.** Licensee acknowledges each Licensor’s ownership of the Marks and all goodwill associated with the Marks, and agrees that its use of the Marks and goodwill related thereto shall inure to that Licensor’s sole benefit. Licensee agrees that Licensee will not at any time during the Term do or permit to be done any act that will impair the rights of the Licensor in and to the Marks or otherwise challenge the validity of the Marks. Each Licensor reserves (a) the right to assign or otherwise dispose of its Marks subject to the specific rights granted by that Licensor to Licensee herein and subject to the terms and conditions of this Agreement, and (b) all other rights that Licensor has in its Marks that are not expressly granted by this Agreement, including without limitation each Licensor’s exclusive ownership of its Marks.

3. **Quality Control and Approval.**

(a) In connection with the Business Purpose, Licensee shall, and any sublicensee shall be required to, maintain standards of quality that conform to those high-quality standards at least equal to those presently used by Licensors or consistent with any future usage by Licensors. Licensee understands and agrees that any and all uses of the Marks by Licensee in connection with the Business Purpose shall be subject to the reasonable approval and quality control of Licensors. Upon the reasonable request of a Licensor, not more than once per year, Licensee shall provide that Licensor with notice detailing Licensee’s use of the Marks, and provide Licensor a reasonable opportunity to approve the use of the Marks; provided, however, that Licensee shall at all times, upon the reasonable request of Licensor, provide Licensor an opportunity to review and inspect the use of the Marks. Notwithstanding anything to the contrary in this Section 3(a), Licensors agree that any use conforming to the high-quality standards presently used, and consistent with the current use by Licensors, or any use by Licensee previously approved by Licensor is deemed to satisfy the quality control provisions of this Section 3(a). For purposes of clarification, after a use of the Marks is approved (or deemed approved) by Licensor pursuant to this Section, Licensee may continue to use the Marks in a manner consistent with such use without further approval by Licensor. In the event either party becomes aware of, or is informed of, consumer confusion arising from Licensee’s use of the Marks in connection with the Business Purpose, the parties will work in

good faith to develop appropriate steps to minimize such confusion to the extent possible. It is understood that the rights of Licensors under this Section are granted only to the extent necessary to preserve the respective goodwill in and to protect the validity of the Marks and does not grant rights to Licensors beyond such extent.

(b) For use of the Marks by a sublicensee, each Licensor hereby appoints Licensee as its non-exclusive designee to oversee and manage the quality control of (i) the use by the sublicensee of the Marks in accordance with the terms of this Agreement and the applicable sublicense, and (ii) the nature and quality of the services offered by the sublicensee, all in accordance with the terms and conditions of this Agreement. Licensee accepts such appointment and agrees to perform such services in accordance with the terms of this Agreement. For purposes of clarity, this provision only provides for the delegation of quality control services to be provided by Licensee on behalf of that Licensor with respect to licensed use of the Marks by sublicensees, and each Licensor retains all right, title and interest in and to its Marks and all goodwill arising from the use of the Marks.

[REDACTED]

4. **Ownership and Maintenance of Marks.** Licensee hereby acknowledges that (a) each Licensor is the owner of all right, title and interest in and to its Marks and any goodwill related thereto; and (b) Licensee, by reason of this Agreement, does not acquire any right, title, interest or other claim of ownership to the Marks, other than the license granted under this Agreement. During the Term of this Agreement, each Licensor will prosecute and maintain the registrations and pending applications for the Marks in full force and effect and shall pay all applicable fees (including, without limitation, all taxes and maintenance fees) and take such other actions to maintain the Marks (and all registrations and pending applications therefor). Each Licensor will inform Licensee of any voluntary decision by that Licensor to abandon or cancel any registration or application for any of the Marks prior to taking any such action. Upon such event, that Licensor will, upon Licensee's request, assign, transfer and convey all of its rights, title, and interest in the application or registration for such Mark(s) to Licensee, as so requested, at no cost to Licensee, and the license grant to Licensee pursuant to this Agreement will terminate for such Mark(s) upon the effective date of such assignment. Licensors acknowledge and agree that an essential condition of this Agreement

is the protection of the high reputation and quality associated with the Marks, and each Licensor agrees that it will not engage in any conduct inconsistent that high reputation and quality.

5. **Term and Termination.**

- (a) **Term.** This Agreement shall be effective as of the Effective Date and continue in full force and effect until otherwise terminated as provided under Section 5(b) (“Term”).
- (b) **Termination.** The parties may terminate this Agreement in whole or in part at any time upon mutual written consent of the parties. If, during the Term, any of the Marks is invalidated by a third party action or use of the Marks is enjoined by court or regulatory proceeding, the Licensor of the affected Mark will use commercially reasonable efforts to procure the right for Licensee to continue using the affected Mark in accordance with the terms of this Agreement, and if the foregoing is not reasonably possible, this Agreement will be deemed terminated with respect to the affected Mark.
- (c) **Effect of Termination.** Upon the termination of this Agreement in its entirety, (i) all rights in the Marks granted to Licensee hereunder shall automatically revert to Licensors, and Licensee shall have no further rights in or to the Marks and (ii) Licensee and all of its sublicensees shall discontinue all use of the Marks and return to Licensors any and all materials provided to Licensee or its sublicensees by Licensors under this Agreement within a reasonable period of time as necessary taking into consideration the nature and use of the Marks, and in any event within twelve months. In the event of a partial termination of this Agreement with respect to certain Marks, (i) the rights granted to Licensee hereunder with respect to the terminated Marks shall automatically revert to Licensors, and Licensee shall have no further rights in or to those applicable Marks and (ii) Licensee and all of its sublicensees shall discontinue all use of those applicable Marks and return to Licensors any and all materials provided to Licensee or its sublicensees by Licensors under this Agreement with respect to those applicable Marks within a reasonable period of time as necessary taking into consideration the nature and use of the Marks, and in any event within twelve months. Notwithstanding the foregoing, (i) Licensee has no obligation to recall materials (e.g. premiums or related materials) that are not within Licensee’s control or have been distributed or otherwise placed into the stream of commerce and are outside the control of Licensee and (ii) Licensee shall have no obligation to remove the Pacific Marks from the historic signage at the “Pacific’s Cinerama Dome” located at the ArcLight Premises or from the historic signage at the “Hollywood Pacific” theater building located at 6423-45 Hollywood Blvd, Los Angeles, CA 90028.

6. **Legends.** Licensee agrees to affix to any materials bearing any of the Marks (including labels, packaging, advertising and promotional materials) any statutory notices or legends reasonably requested by Licensors or otherwise required by applicable law.

7. **Legal Proceedings.** Unless otherwise determined by the parties in writing, each Licensor (or its designee) shall have the sole right to determine and carry out, in its discretion, the course of action, if any, that may be appropriate for responding to instances of infringement or other misuse of its Marks, and Licensee shall, at that Licensor’s request, cooperate fully with that Licensor in any action, claim or proceedings brought or threatened in respect of the Marks.

8. **Indemnification.** Except as expressly provided in this Section 8, Licensors do not assume any liability to Licensee, or third parties, for use of the Marks in connection with Licensee's or any of its sublicensee's goods or services. Licensee shall defend, indemnify and hold harmless Licensors and their affiliates, successors and assigns, and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees and expenses), which may be sustained or suffered as a result of (i) the operation or marketing by Licensee of the ArcLight Premises or otherwise in connection with the Business Purpose; or (ii) any breach of this Agreement by the Licensee or any sublicensee, including without limitation, any act or omission, which causes or is alleged to cause harm or a violation of any of the rights of any third party or the Marks. Each Licensor shall defend, indemnify and hold harmless Licensee and its affiliates, successors and assigns, and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees and expenses), which may be sustained or suffered as a result of any claim that the use of its Marks as authorized under this Agreement infringes or misappropriates the copyright, trademark, or other intellectual property or proprietary rights of a third party.

9. **Relationship of the Parties.** Nothing contained herein shall be construed to create or constitute any employment, agency, partnership or joint venture arrangement by and between the parties. Furthermore, it is understood that neither party has the power or authority, express or implied, to obligate or bind the other party in any manner or thing whatsoever.

10. **Assignment.** Except in the event of a change of control, assignment by operation of law, or in connection with a sale of the Arclight Premises or other facility owned or operated by Licensee for which the Marks are used pursuant to this Agreement (for which Licensee may freely assign this Agreement), Licensee may not assign or transfer this Agreement in part or in its entirety, without the prior written consent of the Licensors, not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Section 10, this Section 10 shall not prohibit or restrict Licensee from (i) permitting its affiliated designees or sublicensees from using the Marks solely for the Business Purpose as provided under this Agreement or (ii) freely assigning or sublicensing its rights hereunder without additional payment or obligation to Licensors in connection with any conveyance, transfer, sale or assignment of the ArcLight Premises or any other facility owned or operated by Licensee (or its affiliated designee) in the neighborhood of Hollywood, California, provided that Licensee shall provide Licensors prompt written notice of any such assignment or sublicense.

11. **Headings.** The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

12. **Notices.** All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given: (a) if sent by first-class registered, certified or recorded delivery mail, return receipt requested, postage prepaid, no later than the fifth (5th) day following the date of deposit in the mail; (b) if delivered personally, when received; (c) if sent by a generally recognized overnight courier service, when received; or (d) if transmitted by facsimile or other telegraphic communications equipment, when confirmed, in each case addressed as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. **Entire Agreement.** This Agreement constitutes the entire agreement between Licensors and Licensee with respect to the subject matter hereof and supersedes all prior agreements and understandings between Licensors and Licensee. Except as provided to the contrary herein, all of the provisions of this Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

14. **No Waiver.** Any waiver by Licensors of any breach of or failure to comply with any provision of this Agreement shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any breach of, or failure to comply with, any other provision of this Agreement. No change or modification of this Agreement shall be valid or binding on the parties hereto unless such change or modification shall be in writing and signed by the parties hereto.

15. **Severability.** If at any time, any provision of this Agreement is or becomes illegal, invalid, or unenforceable, under applicable law, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired.

16. **Survival.** Except as otherwise provided in this Agreement, the covenants, representations, warranties and indemnities contained in this Agreement which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire, including, without limitation, Sections 2, 4, 5(c), 7, 8, 9, 12 through 18 (inclusive).

17. **Compliance With Laws.** Licensee agrees to comply with all applicable laws, regulations, and standards relating or pertaining to Licensee's business operations and the use and sublicense of the Marks in accordance with the terms and conditions of this Agreement.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California, United States of America, excluding its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. To the full extent permitted by law, the exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court located in County of Los Angeles, California, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.

[No further text on this page.]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ArcLight Licensor:

ARCLIGHT CINEMA COMPANY,
a California Corporation

By: 
Name: Jeff Koblentz
Title: Chief Financial Officer

Licensee:


DT OPERATOR, LLC,
a Delaware limited liability company

By: DT Operator Holding, LLC
a Delaware limited liability
company, its sole member

By: 
Name: Jasmine Upperman
Title: Secretary

Pacific Licensor:

**PACIFIC THEATRES ENTERTAINMENT
CORPORATION,**
a California Corporation

By: _____
Name: 
Title: Independent Director

By: _____
Name: 
Title: Independent Director

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Arclight Licensor:

ARCLIGHT CINEMA COMPANY,
a California Corporation

By: _____
Name: Jeff Koblenz
Title: Chief Financial Officer

Licensee:

DT OPERATOR, LLC,
a Delaware limited liability company

By: DT Operator Holding, LLC
a Delaware limited liability
company, its sole member

By: _____
Name: Jasmine Upperman
Title: Secretary

Pacific Licensor:

**PACIFIC THEATRES ENTERTAINMENT
CORPORATION,**
a California Corporation

By: _____
Name: [REDACTED]
Title: Independent Director

By: _____
Name: [REDACTED]
Title: Independent Director

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ArcLight Licensor:

Licensee:

ARCLIGHT CINEMA COMPANY,
a California Corporation

DT OPERATOR, LLC,
a Delaware limited liability company

By: _____
Name: Jeff Koblentz
Title: Chief Financial Officer

By: DT Operator Holding, LLC
a Delaware limited liability
company, its sole member

B y :

Name: Jasmine Upperman
Title: Secretary

Pacific Licensor:

**PACIFIC THEATRES
ENTERTAINMENT CORPORATION,**
a California Corporation

By: _____
Name: [REDACTED]
Title: Independent Director

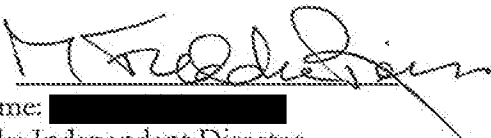
By: 
Name: [REDACTED]
Title: Independent Director

EXHIBIT A

ARCLIGHT MARKS

Mark	Jurisdiction	Owner	App. No/ Reg. No.
ARCLIGHT	United States	Arclight Cinema Company	2,870,777
ARCLIGHT CINEMAS	United States	Arclight Cinema Company	2,824,307
ARCLIGHT FILMS	United States	Arclight Cinema Company	4,545,541
MOVIE POUR	United States	Arclight Cinema Company	88/841,504
SOUND ADVICE	United States	Arclight Cinema Company	6,107,273
WHERE MOVIE LOVERS BELONG	United States	Arclight Cinema Company	2,704,374
YOUR MOVIE-TIME. UNINTERRUPTED.	United States	Arclight Cinema Company	5,213,116

PACIFIC MARKS

Mark	Jurisdiction	Owner	App. No/ Reg. No.
“PACIFIC THEATRES” (word mark)	California	Pacific Theatres Entertainment Corporation	057332
PACIFIC THEATRES	United States	Pacific Theatres Entertainment Corporation	1,787,159
“PACIFIC THEATRES AND DESIGN” (service mark with stylized movie projector design logo) 	United States	Pacific Theatres Entertainment Corporation	Serial No. 75-761158

EXHIBIT B

EXISTING FACILITIES

Pacific Theatres at the Grove, 189 The Grove Drive, Los Angeles, CA 90036

Pacific Theatres, Glendale, 322 Americana Way, Glendale, CA 91210

“Pacific Theatres” building (aka Robertson Plaza), 116-120 North Robertson Blvd., Los Angeles, CA 90048