

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Theatres Entertainment Corporation		12/01/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DT Participant, LLC		
Street Address:	120 N. Robertson Blvd., 3rd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88771696	PACIFIC PERKS	
Registration Number:	1787159	PACIFIC THEATRES	
Registration Number:	2368501	PACIFIC THEATRES	
CORRESPONDENCE DATA			
Fax Number:	3109145880		
<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:	310-312-4246		
Email:	jwood@manatt.com,jburns@manatt.com,ipdocket@manatt.com		
Correspondent Name:	Manatt, Phelps & Phillips, LLP		
Address Line 1:	2049 Century Park East, Suite 1700		
Address Line 2:	Attn: Jessica A. Wood		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	49327-058		
NAME OF SUBMITTER:	Jessica A. Wood		
SIGNATURE:	/Jessica A. Wood/		
DATE SIGNED:	12/20/2022		
Total Attachments: 8			
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Trademark Assignment

This Trademark Assignment (this “**Assignment**”) is made as of December 1, 2022, by and between Edward M. Wolkowitz, solely in his capacity as chapter 7 trustee for the bankruptcy estates of Pacific Theatres Entertainment Corporation (“**Entertainment**”) and ArcLight Cinema Company (collectively with Entertainment, the “**Debtors**”) (in such capacity, “**Assignor**”), and DT Participant, LLC, a Delaware limited liability company (“**Purchaser**”), with reference to that certain Sale, Purchase and Compromise Agreement dated as of October 21, 2022 (the “**Agreement**”). Capitalized terms used but not defined herein have the meaning given to them in the Agreement.

WHEREAS, on June 18, 2021, each of the Debtors commenced bankruptcy cases by filing voluntary petitions under chapter 7 of Title 11 of the United States Code (the “**Bankruptcy Code**”) and on or about the date thereof Assignor was duly appointed as the chapter 7 trustee for the Debtors’ bankruptcy estates;

WHEREAS, subject to and in accordance with Section 363(b)(1) of the Bankruptcy Code, Assignor may sell assets of the Debtors estates and Assignor is informed that the Debtors own rights, title and interest in and to the trademarks listed in Attachment A hereto (together with all of the goodwill associated therewith, collectively, the “**Trademarks**”);

WHEREAS, pursuant to the Agreement, Assignor has agreed, inter alia, to sell, convey, assign, transfer and deliver to Purchaser any and all rights, title and interest Assignor may have in the Trademarks;

WHEREAS, Purchaser desires to acquire the entire right, title and interest in and to the Trademarks; and

WHEREAS, delivery of this Assignment on the Effective Date is required by Section 3(c) of the Agreement.

NOW, THEREFORE, pursuant to the terms and subject to the conditions set forth in the Agreement and for good and valuable consideration (including the consideration recited in the Agreement), the sufficiency of which is hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. **ASSIGNMENT**. Subject to the terms of the Agreement, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Purchaser (and Purchaser’s successors and assigns), and Purchaser hereby accepts, all of Assignor’s entire right, title and interest throughout the universe in, to and under the Trademarks including, but not limited to, any and all rights in and to the marks ARCLIGHT and/or PACIFIC THEATRES, to the extent owned by Assignor, respectively, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor together with the following to the extent they contain the terms ARCLIGHT and/or PACIFIC THEATRES and/or are directly related to the Trademarks:

(a) all trademarks, service marks, trade names, social media pages and accounts, social media handles and user names, brand names, logos, designs, trade dress and other

proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including expired/cancelled registrations and abandoned applications and intent-to-use applications (and marketing plans and business plans to which the foregoing pertain), any registrations that issue from the applications, renewals and extensions of such registrations and applications, and in the case of any applications based on an intent-to use, that portion of the business to which the Trademarks pertain, and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor;

(b) all rights, interests, licenses and agreements to utilize third party rights, title and/or interests;

(c) all other corresponding rights whatsoever of Assignor accruing under any of the foregoing, that are or may be secured under the laws of the United States or any foreign country, by international treaties and conventions, and otherwise throughout the world now or hereafter in effect;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all benefits, privileges, claims, rights to any actions, causes of action, and remedies with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions, all rights to recover damages, payments, restitution, and injunctive and other legal and equitable relief for past, present or future infringements, dilution, misappropriations, violations, misuse, breach or default thereof.

2. **USPTO AUTHORIZATION.** Assignor hereby authorizes and requests the United States Patent and Trademark Office (and any corresponding trademark office in any other country) to issue registrations in accordance with this Assignment.

3. **COOPERATION.** Assignor shall cooperate with Purchaser, at Purchaser's expense, as may be reasonably necessary or appropriate to assist or to enable Purchaser to record or perfect the above-described transfer of the Trademarks, or to secure registration before the United States Patent and Trademark Office (and any corresponding trademark office in any other country) including, but not limited to, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents. If Assignor fails or refuses to execute such documents, within a reasonable time after receiving a request from Purchaser, or cannot be located in a reasonable time period despite Purchaser's reasonable efforts, Assignor hereby appoints Purchaser (and its successors, assigns and legal representatives) as Assignor's attorney-in-fact, with full power of substitution, having full right and authority in the name of Assignor to act on Assignor's behalf and to execute such documents. Assignor agrees that the foregoing stated powers are coupled with an interest and shall be irrevocable by Assignor.

4. **REPRESENTATIONS.** The Assignor hereby represents, acknowledges and agrees for the Assignor and his successors in such capacity that (i) the Assignor is the duly appointed Chapter 7 trustee in the Cases as noticed in the Notice of Chapter 7 Bankruptcy Case filed in the Cases at Docket # 3 (Docket # 4 in the Entertainment Case) and (ii) subject to the

occurrence of the Effective Date, Assignor has the authority to execute and deliver this Assignment and consummate the transactions contemplated hereby.

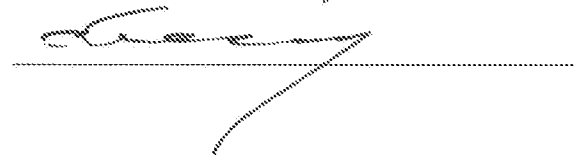
5. **MISCELLANEOUS.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. This Assignment shall be governed by the governing law provision of the Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR:

Edward M. Wolkowitz, solely in his capacity as chapter 7 trustee for the bankruptcy estates of Pacific Theatres Entertainment Corporation and ArcLight Cinema Company



A handwritten signature in black ink, appearing to read 'Edward M. Wolkowitz', is written over a horizontal dotted line. A diagonal line extends downwards from the end of the signature.

PURCHASER:

DT Participant, LLC

By: DT Participant Holdings, LLC
Its: Sole Member

By: _____
Name: Jim Jamila
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 007925 FRAME: 0903

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

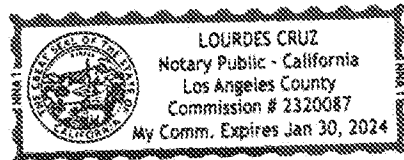
On November 28, 2022 before me,
Lourdes Cruz, Notary Public
(insert name and title of the officer)

personally appeared Edward M. Wolkowicz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lourdes Cruz (Seal)

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR:

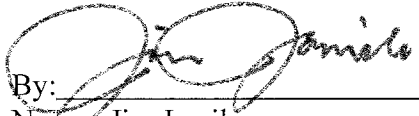
Edward M. Wolkowitz, solely in his capacity as chapter 7 trustee for the bankruptcy estates of Pacific Theatres Entertainment Corporation and ArcLight Cinema Company

PURCHASER:

DT Participant, LLC

By: DT Participant Holdings, LLC

Its: Sole Member

By: 

Name: Jim Jamila


Title: Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 007925 FRAME: 0905

Attachment A
Trademarks

Mark	Jurisdiction	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
ARCLIGHT	European Union	Arclight Cinema Company	002746410	06/17/2002	002746410	09/06/2004
ARCLIGHT	United Kingdom	Arclight Cinema Company	002746410	06/17/2002	UK0092746410	09/06/2004
ARCLIGHT	United States	Arclight Cinema Company	75/751,235	06/30/1999	2,831,062	04/13/2004
ARCLIGHT	United States	Arclight Cinema Company	76/150,945	10/20/2000	2,870,777	08/10/2004
ARCLIGHT CINEMAS	United States	Arclight Cinema Company	76/143,967	10/09/2000	2,824,307	03/23/2004
ARCLIGHT FILMS	United States	Arclight Cinema Company	76/711,803	06/25/2012	4,545,541	06/10/2014
DARCLIGHT	United States	Arclight Cinema Company	76/711,804	06/25/2012	4,540,964	06/03/2014
SOUND ADVICE	United States	Arclight Cinema Company	88/752,169	01/09/2020	6,107,273	07/21/2020
WHERE MOVIE LOVERS BELONG	United States	Arclight Cinema Company	76/413,944	05/23/2002	2,704,374	04/08/2003
YOUR MOVIE-TIME. UNINTERRUPTED.	United States	Arclight Cinema Company	87/205,625	10/17/2016	5,213,116	05/30/2017
MOVIE POUR	United States	Arclight Cinema Company	88/841,504	03/20/2020	N/A	N/A
PACIFIC THEATRES	California	Pacific Theatres Entertainment Corporation	057332	02/24/2003	057332	02/24/2003

Mark	Jurisdiction	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
PACIFIC THEATRES	United States	Pacific Theatres Entertainment Corporation	74/340,640	12/16/1992	1,787,159	08/10/1993
PACIFIC THEATRES & DESIGN 	United States	Pacific Theatres Entertainment Corporation	75/761,158	07/23/1999	2,368,501	07/18/2000
PACIFIC PERKS	United States	Pacific Theatres Entertainment Corporation	88/771,696	01/24/2020	N/A	N/A