

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822806

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CINEMARK USA, INC.		07/03/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC		
<b>Street Address:</b>	745 SEVENTH AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	PUBLIC LIMITED COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6903098	CINEMARK	
<b>Registration Number:</b>	6902720	CINEMARK	
<b>Registration Number:</b>	6903099	CINEMARK	
<b>Registration Number:</b>	5933287	CINEMARK MOVIE FAN	
<b>Registration Number:</b>	5933288	CINEMARK MOVIE REWARDS	
<b>Registration Number:</b>	5933603	CINEMARK MOVIE REWARDS	
<b>Registration Number:</b>	5381588	WORLD CLASS TALENT CLASSIC CULTURE CINEM	
<b>Registration Number:</b>	5807771	CUT! BY CINEMARK	
<b>Registration Number:</b>	5916553	CUT! BY CINEMARK	
<b>Registration Number:</b>	5807569	MC	
<b>Serial Number:</b>	97714452	SNACKS IN A TAP	
<b>Serial Number:</b>	90672086	THERE'S NO PLACE MORE CINEMATIC THAN CIN	
<b>Registration Number:</b>	5468959	UPGRADE TO THE ULTIMATE MOVIE XPERIENCE!	
<b>Registration Number:</b>	6039678	XPERIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124552592		

CH \$365.00 6903098

**Email:** ksolomon@stblaw.com  
**Correspondent Name:** COURTNEY WELSHIMER, ESQ.  
**Address Line 1:** SIMPSON THACHER & BARTLETT LLP  
**Address Line 2:** 425 LEXINGTON AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 008330/0495

**NAME OF SUBMITTER:** COURTNEY WELSHIMER

**SIGNATURE:** /CW/

**DATE SIGNED:** 07/07/2023

**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 July 3, 2023 is made by CINEMARK USA, INC., a Texas corporation (the “Borrower”), in favor of BARCLAYS BANK PLC, as Administrative Agent (the “Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement referred to below), including the banks, other financial institutions and other entities (the “Lenders”) from time to time parties to the Second Amended and Restated Credit Agreement, dated as of May 26, 2023 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, Cinemark Holdings, Inc., the Lenders party thereto, the Agent and the other agents party thereto.

WITNESSETH:

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 an Amended and Restated Guarantee and Collateral Agreement, dated as of May 26, 2023, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, 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 their respective extensions of credit to the Borrower pursuant to the Credit Agreement, the Borrower hereby agrees with the Agent, for the ratable benefit of the Secured Parties, 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, as applicable.

SECTION 2. Grant of Security Interest. The Borrower hereby grants to the Agent, for the ratable benefit of the Secured Parties, a 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 “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

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 Trademark 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 by one or more of the parties to this Agreement in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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

*(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 D. Cavalier

Title: Executive Vice President – General Counsel and  
Business Affairs & Secretary

BARCLAYS BANK PLC, as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

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


**TRADEMARK**  
**REEL: 008136 FRAME: 0407**

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:  
Title:

BARCLAYS BANK PLC, as Administrative Agent

By:  \_\_\_\_\_  
Name: Jefemy Hazan  
Title: Managing Director

**Schedule A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Serial No./ Registration No.</b>	<b>Owner</b>
CINEMARK	6903098	Cinemark USA, Inc.
CINEMARK & Design	6902720	Cinemark USA, Inc.
CINEMARK & Design	6903099	Cinemark USA, Inc.
CINEMARK MOVIE FAN	5933287	Cinemark USA, Inc.
CINEMARK MOVIE REWARDS	5933288	Cinemark USA, Inc.
CINEMARK MOVIE REWARDS & Design	5933603	Cinemark USA, Inc.
CINEMARK WORLD CLASS TALENT CLASSIC CULTURE & Design	5381588	Cinemark USA, Inc.
CUT! BY CINEMARK	5807771	Cinemark USA, Inc.
CUT! BY CINEMARK & Design	5916553	Cinemark USA, Inc.
MC & design	5807569	Cinemark USA, Inc.
SNACKS IN A TAP	97714452	Cinemark USA, Inc.
THERE'S NO PLACE MORE CINEMATIC THAN CINEMARK	90672086	Cinemark USA, Inc.
UPGRADE TO THE ULTIMATE MOVIE XPERIENCE!	5468959	Cinemark USA, Inc.
XPERIENCE	6039678	Cinemark USA, Inc.