

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINEBARRE, LLC		07/31/2023	Limited Liability Company:
EDWARDS THEATRES, INC.		07/31/2023	Corporation:
RAGAINS ENTERPRISES LLC		07/31/2023	Limited Liability Company:
REGAL CINEMAS, INC.		07/31/2023	Corporation:
REGAL CINEMEDIA CORPORATION		07/31/2023	Corporation:
REGAL ENTERTAINMENT GROUP		07/31/2023	Corporation:
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3331690	CINEBARRE	
Registration Number:	3349828	EAT. DRINK. WATCH MOVIES.	
Registration Number:	2284802	E	
Registration Number:	3182812	GREAT ESCAPE	
Registration Number:	6001723	R REGAL	
Registration Number:	1893390	REGAL CINEMAS	
Registration Number:	1887534	REGAL CINEMAS	
Registration Number:	3022182	CORPORATE BOX OFFICE	
Registration Number:	2890927	CINEMA ART	
Registration Number:	2038191	EDWARDS	
Registration Number:	4968463	MY WAY MATINEE	
Registration Number:	3889100	REGAL	

OP \$490.00 3331690

Property Type	Number	Word Mark
Registration Number:	2873693	REGAL CROWN CLUB
Registration Number:	3005531	REGAL ENTERTAINMENT GROUP
Registration Number:	2945527	REGAL ENTERTAINMENT GROUP
Registration Number:	3147694	REGAL EXPRESS
Registration Number:	5233473	TASTE THE MOVIES
Registration Number:	3116489	SHINE FOR A BRIGHTER TOMORROW
Registration Number:	4963332	TRIPLE CROWN

CORRESPONDENCE DATA

Fax Number: 2029425999

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: 2029425000

Email: trademarkdocketing@arnoldporter.com

Correspondent Name: Bethany Tolentino

Address Line 1: 601 Massachusetts Ave., NW

Address Line 2: Arnold & Porter

Address Line 4: Washington, D.C. 20001-3743

NAME OF SUBMITTER:	Bethany Tolentino
SIGNATURE:	/Bethany Tolentino/
DATE SIGNED:	08/04/2023

Total Attachments: 6

source=[Executed] Trademark Security Agreement_(US_174325195_1)#page1.tif

source=[Executed] Trademark Security Agreement_(US_174325195_1)#page2.tif

source=[Executed] Trademark Security Agreement_(US_174325195_1)#page3.tif

source=[Executed] Trademark Security Agreement_(US_174325195_1)#page4.tif

source=[Executed] Trademark Security Agreement_(US_174325195_1)#page5.tif

source=[Executed] Trademark Security Agreement_(US_174325195_1)#page6.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 31, 2023 (this "*Trademark Security Agreement*"), by the entities listed on the signature pages hereof (each a "*Grantor*"), in favor of Barclays Bank PLC ("*Barclays*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*") (this "*Notice*").

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of July 31, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among New Cineworld Midco Limited, a company incorporated under the laws of England and Wales, Crown UK HoldCo Limited, a company incorporated under the laws of England and Wales, Crown Finance US, Inc., a Delaware corporation (the "*Borrower*"), the Lenders party thereto, and Barclays, as agent for the Lenders, 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, Grantor is a party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, Grantor is a party to a U.S. Security Agreement, dated as of July 31, 2023 (the "*U.S. Security Agreement*"), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the U.S. Security Agreement and used herein have the meaning given to them in the Credit Agreement or the U.S. Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"); *provided, however*, that, if and when any property that at any time constituted Excluded Property becomes Collateral, the Administrative Agent shall have, and at all times from and after the date thereof be deemed to have had, a security interest in such property:

(a) all Trademarks of the United States of America owned by Grantor, in each case, now existing or hereafter acquired, including, without limitation, those referred to on Schedule I hereto and excluding any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark described in *clause (a)* above; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

Section 3 Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the U.S. Security Agreement and each 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 U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Notice and the terms of the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

CINEBARRE, LLC
EDWARDS THEATRES, INC.
REGAL CINEMAS, INC, each
as a Grantor

By: 

Name: Tal Soudry
Title: President, Chief Financial Officer and
Treasurer


RAGAINS ENTERPRISES LLC
REGAL CINEMEDIA CORPORATION
REGAL ENTERTAINMENT GROUP, each
as a Grantor

By: 

Name: Tal Soudry
Title: Senior Vice President, Chief Financial
Officer and Treasurer

ACKNOWLEDGED AND AGREED
as of the date first above written:



BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: *Merry Campbell*
Title: *AVP*

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Cinebarre, LLC	CINEBARRE	Registered	November 6, 2007	3,331,690
Cinebarre, LLC	EAT. DRINK. WATCH MOVIES.	Registered	December 4, 2007	3,349,828
Edwards Theatres, Inc.	E (& Design) 	Renewed	October 12, 1999	2,284,802
Ragains Enterprises LLC	GREAT ESCAPE	Registered	December 12, 2006	3,182,812
Regal Entertainment Group	R REGAL DESIGN 	Registered	March 3, 2020	6,001,723
Regal Cinemas, Inc.	REGAL CINEMAS	Renewed	May 9, 1995	1,893,390
Regal Cinemas, Inc.	REGAL CINEMAS (& Reel Design) 	Registered	April 4, 1995	1,887,534
Regal CineMedia Corporation	CORPORATE BOX OFFICE	Registered	November 29, 2005	3,022,182
Regal Entertainment Group	CINEMA ART	Registered	October 5, 2004	2,890,927
Regal Entertainment Group	EDWARDS	Registered	February 18, 1997	2,038,191
Regal Entertainment Group	MY WAY MATINEE	Registered	May 31, 2016	4,968,463
Regal Entertainment Group	REGAL	Registered	December 14, 2010	3,889,100

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Regal Entertainment Group	REGAL CROWN CLUB	Registered	August 17, 2004	2,873,693
Regal Entertainment Group	REGAL ENTERTAINMENT GROUP 	Registered	October 11, 2005	3,005,531
Regal Entertainment Group	REGAL ENTERTAINMENT GROUP	Registered	May 3, 2005	2,945,527
Regal Entertainment Group	REGAL EXPRESS	Registered	September 26, 2006	3,147,694
Regal Entertainment Group	TASTE THE MOVIES	Registered	June 27, 2017	5,233,473
Regal Entertainment Group	SHINE FOR A BRIGHTER TOMORROW	Registered	July 18, 2006	3,116,489
Regal Entertainment Group	TRIPLE CROWN	Registered	May 24, 2016	4,963,332

B. TRADEMARK APPLICATIONS

None.