

**TRAD**

03-07-2002

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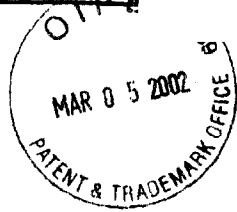
To the Honorable Commissioner of Patents and Trademarks



original documents or copy thereof.

1. Name of conveying party(ies):

Regal Cinemas, Inc.



102005963

conveying party(ies):

Name: Lehman Commercial Paper Inc.,  
as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 745 7th Avenue, 8th Fl.

City: New York State: NY ZIP: 10019

- Individual(s)
- General Partnership
- Corporation-State Tennessee
- Other \_\_\_\_\_
- Association
- Limited Partnership

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

*MRB 3/5/2*

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 1/29/2002

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See attached Schedule 1

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rosalind Rodburg

Internal Address: \_\_\_\_\_

Street Address: Latham & Watkins

885 3rd Avenue, 10th Fl.

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: \_\_\_\_\_

5

7. Total fee (37 CFR 3.41):..... \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/07/2002 10:00 AM 00000274 2091810

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 DP  
100.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ROSALIND RODBURG

Name of Person Signing

*Rosalind Rodburg*

Signature

2/26/02

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

Additional name of conveying parties

Regal Investment Company, a Delaware corporation

## TRADEMARKS

<u>Mark/Trade Name</u>	<u>Holder</u>	<u>Jurisdiction Issued or Registered</u>	<u>Registration or Application Number</u>	<u>Date of Registration or Application</u>	<u>Date of Expiration</u>
ESCAPE TO THE FUN	Regal Investment Company	USPTO	2,091,810	August 26, 1997	August 25, 2007
REGAL CINEMAS	Regal Investment Company	USPTO	1,893,390	May 9, 1995	May 8, 2005
REGAL CINEMAS	Regal Investment Company	USPTO	1,887,534	April 4, 1995	April 3, 2005
STOP & PLAY	Regal Investment Company	USPTO	2,070,370	June 10, 1997	June 9, 2007
FUNSCAPE	Regal Cinemas, Inc.	USPTO	2,155,824	May 5, 1998	May 4, 2008



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2002 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of LEHMAN COMMERCIAL PAPER INC., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Regal Cinemas Corporation, a Delaware corporation ("Holdings") and Regal Cinemas, Inc., a Tennessee corporation ("Regal" and, together with Holdings, the "Borrowers"), have entered into a CREDIT AGREEMENT, dated as of January 29, 2002 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), LEHMAN BROTHERS INC., as sole advisor, sole lead arranger and sole book manager (in such capacity, the "Arranger"), CREDIT SUISSE FIRST BOSTON, as syndication agent (in such capacity, the "Syndication Agent"), GENERAL ELECTRIC CAPITAL CORPORATION, as documentation agent (in such capacity, the "Documentation Agent"), and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 29, 2002, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or

service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

*[Signature pages follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

REGAL INVESTMENT COMPANY

By:



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Name: PETER BRANDON

Title: SECRETARY

[ACKNOWLEDGEMENT PAGE]

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On January 29, 2002, before me, the undersigned, personally appeared Peter BRANDOW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as VP + Secretary of Regal Investment Company and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Darrell R. Mitchiner

Notary Public in and for

said County and State

My Commission Expires:

Sept. 7, 2005

DARRELL R. MITCHINER  
Notary Public, State of New York  
No. 01MI6030122  
Qualified in New York County  
Commission Expires Sept. 7, 2005



IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

REGAL CINEMAS, INC

By:



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Name: PETER BRANDOW

Title: SECRETARY

[ACKNOWLEDGEMENT PAGE]

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On JANUARY 29, 2002, before me, the undersigned, personally appeared Peter BRANDOW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as EVP, GC & Secretary of REGAL CINEMAS, INC. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Darrell R. Mitchiner

Notary Public in and for  
said County and State  
My Commission Expires:  
Sept. 7, 2005

**DARRELL R. MITCHINER**  
Notary Public, State of New York  
No. 01MI6030122  
Qualified in New York County  
Commission Expires Sept. 7, 2005

## TRADEMARKS

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