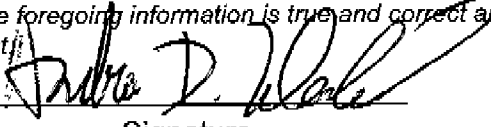


Form PTO-1594 (rev 3/1)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U. S. Department of Commerce Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Regal Cinemas Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and Address of receiving party(ies) Credit Suisse First Boston (Cayman Islands Branch), as Administrative Agent 11 Madison Avenue New York, NY 10010 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other Cayman Islands Bank <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Amended and Restated Intellectual Property Security Agreement Execution Date: May 10, 2004		
4. Application number(s) or registration number(s): A. Trademark Application No(s). See Attached	B. Trademark Registration No(s). See Attached	
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Andrew Woodard, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036	6. Total number of applications/registrations involved: <u>28</u>	
	7. Total fee (37 CFR 3.41) \$715 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 217730/1825)	
	8. Deposit Account No. 19-2385	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Andrew Woodard</u> Name </div> <div style="width: 40%; text-align: center;">  Signature </div> <div style="width: 25%; text-align: right;"> <u>June 23 2004</u> Date </div> </div>		
Total number of pages including cover sheet, attachments, and document: 15		

CH \$615.00 192385 76332274

Page 2

CONTINUATION OF Item 1. Names of Additional Conveying Parties:

Regal Cinemas, Inc.

Regal Cinemas Bonds Corporation

R.C. Cobb, Inc.

Cobb Finance Corp.

Regal Investment Company

Act III Cinemas, Inc.

Act III Theatres, Inc.

A 3 Theatres of Texas, Inc.

A 3 Theatres of San Antonio, Ltd.

General American Theatres, Inc.

Broadway Cinema, Inc.

Temt Alaska, Inc.

J.R. Cinemas, Inc.

Eastgate Theatre, Inc.

Regal Cinemas Holdings, Inc.

Regal Cinemas Group, Inc.

Act III Inner Loop Theatres, Inc.

Edwards Theatres, Inc.

Florence Theatre Corporation

Morgan Edwards Theatre Corporation

United Cinema Corporation

Hoyts Cinemas Corporation
Interstate Theatres Corporation
Frederick Plaza Cinemas, Inc.
United Artists Theatre Group, LLC
RCI/RMS, LLC
Regal Cinemedia Corporation

CONTINUATION OF Item 4. Names of Additional Conveying Parties:

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

76332274

2091810

76390284

1893390

76399170

1887534

76447384

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1541944

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76584203

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 10, 2004 (as amended, restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), by and among each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse First Boston, acting through its Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), amends and restates in full the Intellectual Property Security Agreement, dated as of January 29, 2002 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Intellectual Property Security Agreement").

WHEREAS, Regal Cinemas Corporation, a Delaware corporation ("Borrower"), has entered into a Fourth Amended and Restated Credit Agreement, dated as of May 10, 2004 (as amended, restated, supplemented 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 "Lenders"), and Administrative Agent. Undefined capitalized terms used herein have the meanings assigned to them in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Credit Extensions to Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Guaranty and Collateral Agreement, dated as of May 10, 2004, in favor of Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), which agreement amended and restated in full the Guarantee and Collateral Agreement, dated as of January 29, 2002 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Guaranty and Collateral Agreement").

WHEREAS, under the terms of the Guaranty and Collateral Agreement, the Grantors have confirmed their grant of a security interest pursuant to the Original Guaranty and Collateral Agreement, and have granted a security interest in certain Property, including, 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.

WHEREAS, each Grantor and Administrative Agent have agreed to amend and restate the Original Intellectual Property Security Agreement, in renewal, amendment, restatement and modification of, but not in extinguishment or novation of, the obligations thereunder, to ensure continuing security for the payment and performance of each Grantor's Obligations under and as defined herein.

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

SECTION 1. Grant of Security. Each Grantor hereby confirms and reaffirms the grant of the security interest heretofore granted by it under the Original Intellectual Property Security Interest Agreement, agrees that such Liens continue to secure such Grantor's Obligations under the Credit Agreement and, for the avoidance of doubt but without in any manner limiting, qualifying, prejudicing or otherwise affecting the previous grant by such Grantor under the Original Intellectual Property Security Agreement, hereby grants to 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(a), (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(b), (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(c), (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, (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(e), (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.

SECTION 2. 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.

SECTION 3. 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.

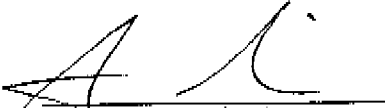
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guaranty 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

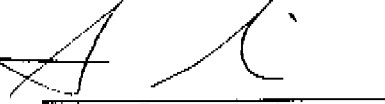
forth in the Guaranty and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guaranty and Collateral Agreement or the Credit Agreement, the provisions of the Guaranty and Collateral Agreement or the Credit Agreement shall govern.

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 CORPORATION

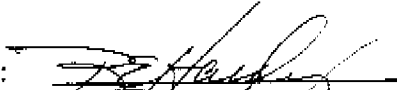
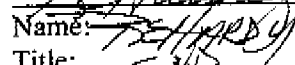

By: 
Name: Amy Miles
Title: EVP & CFO

- REGAL CINEMAS, INC.
- REGAL CINEMAS BONDS CORPORATION
- R.C. COBB, INC.
- COBB FINANCE CORP.
- REGAL INVESTMENT COMPANY
- ACT III CINEMAS, INC.
- ACT III THEATRES, INC.
- A 3 THEATRES OF TEXAS, INC.
- A 3 THEATRES OF SAN ANTONIO, LTD.,
by A3 Theatres of Texas, Inc., its General Partner
- GENERAL AMERICAN THEATRES, INC.
- BROADWAY CINEMA, INC.
- TEMT ALASKA, INC.
- J.R. CINEMAS, INC.
- EASTGATE THEATRE, INC.
- REGAL CINEMAS HOLDINGS, INC.
- REGAL CINEMAS GROUP, INC.
- ACT III INNER LOOP THEATRES, INC.
- EDWARDS THEATRES, INC.
- FLORENCE THEATRE CORPORATION
- MORGAN EDWARDS THEATRE CORPORATION
- UNITED CINEMA CORPORATION
- HOYTS CINEMAS CORPORATION
- INTERSTATE THEATRES CORPORATION
- FREDERICK PLAZA CINEMAS, INC.
- UNITED ARTISTS THEATRE GROUP, LLC
- RCI/RMS, LLC

By: 
Name: Amy Miles
Title: EVP & CFO

Amended and Restated Intellectual Property Security Agreement

REGAL CINEMEDIA CORPORATION

By: 
Name: 
Title: 

Amended and Restated Intellectual Property Security Agreement

SCHEDULE 1(a)

TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Mark/Trade Name	Registrant/Holder	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration
ESCAPE TO THE FUN	Registrant: Regal Cinemas, Inc. Holder: Regal Investment Company	USPTO	2,091,810	August 26, 1997	August 25, 2007
REGAL CINEMAS	Registrant: Regal Cinemas, Inc. Holder: Regal Investment Company	USPTO	1,893,390	May 9, 1995	May 8, 2005
REGAL CINEMAS & reel design	Registrant: Regal Cinemas, Inc. Holder: Regal Investment Company	USPTO	1,887,534	April 4, 1995	April 3, 2005
STOP & PLAY*	Registrant: Regal Cinemas, Inc. Holder: Regal Investment Company	USPTO	2,070,370	June 10, 1997	June 9, 2007
FUNSCAPE	Registrant: Regal Cinemas, Inc. Holder: Regal Investment Company	USPTO	2,155,824	May 5, 1998	May 4, 2008
ACT III THEATRES	Registrant: A3 Theatres of San Antonio, Ltd. Holder: ACT III THEATRES, INC.	USPTO	1,541,944	May 30, 1989	May 29, 2009
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	USPTO	2,038,191	February 18, 1997	February 18, 2007
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	890,292 (Application Number)	September 15, 1998	Not Applicable

Mark/Trade Name	Registrant/Holder	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration
	Theatres, Inc.				
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	USPTO	2,155,941	May 12, 1998	May 12, 2008
E & design	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	USPTO	2,282,837	October 5, 1999	October 5, 2009
E & design	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	538,504	December 11, 2000	December 11, 2015
E & design	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	USPTO	2,284,802	October 12, 1999	October 12, 2009
E EDWARDS THEATRES GIANT SCREEN GET THE BIG PICTURE and design	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	USPTO	76/332,274 (Application Number)	October 29, 2001	Not Applicable
EDWARDS	Registrant: Edwards Theatres, Inc. Holder: Edwards Theatres, Inc.	Canada	1,124,076 (Application Number)	December 4, 2001	Not Applicable
REGAL CINEMEDIA	Registrant: Regal CineMedia Corporation	USPTO	76/390,284 (Application Number)	April 3, 2002	Not Applicable
Misc. Crown Design	Registrant: Regal CineMedia Corporation	USPTO	76/399,170 (Application Number)	April 3, 2002	Not Applicable
REGAL CINEMEETING & EVENTS	Registrant: Regal CineMedia Corporation	USPTO	76/447,384 (Application Number)	September 6, 2002	Not Applicable

Mark/Trade Name	Registrant/Holder	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration
REGAL DIGITAL CINEMA NETWORK	Registrant: Regal CineMedia Corporation	USPTO	76/458,877 (Application Number)	October 17, 2002	Not Applicable
REGAL DIGITAL CONTENT NETWORK	Registrant: Regal CineMedia Corporation	USPTO	76/458,879 (Application Number)	October 17, 2002	Not Applicable
REGAL THEATRE LOBBY NETWORK	Registrant: Regal CineMedia Corporation	USPTO	76/458,885 (Application Number)	October 17, 2002	Not Applicable
REGAL DCN	Registrant: Regal CineMedia Corporation	USPTO	76/458,880 (Application Number)	October 17, 2002	Not Applicable
THE 2WENTY & design	Registrant: Regal CineMedia Corporation	USPTO	76/520,030 (Application Number)	June 6, 2003	Not Applicable
THE 2WENTY	Registrant: Regal CineMedia Corporation	USPTO	76/520,031 (Application Number)	June 6, 2003	Not Applicable
ENTERTAINMENT IGNITED	Registrant: Regal CineMedia Corporation	USPTO	78,312,279 (Application Number)	October 10, 2003	Not Applicable
REGAL CINEMEETINGS & EVENTS & new crown design	Registrant: Regal CineMedia Corporation	USPTO	76/584,205 (Application Number)	March 31, 2004	Not Applicable
REGAL CINEMEDIA CORPORATION & crown design	Registrant: Regal CineMedia Corporation	USPTO	76/584,202 (Application Number)	March 31, 2004	Not Applicable
REGAL CINEMEDIA CORPORATION	Registrant: Regal CineMedia Corporation	USPTO	76/584,203 (Application Number)	March 31, 2004	Not Applicable

***This trademark has been cancelled pursuant to Section 8 of the Trademark Act. Approximately four months remain in the statutory six-month grace period for renewal.**

SCHEDULE 1(b)**PATENTS**

Applicant/ Assignee	Docket#/Title	Jurisdiction	Application Number	Date of Application	Expiration
Regal Cinemedia Corporation	REGA0001 System and Method for Scheduling In-Theatre Advertising	USPTO	10/386,366	03/11/2003	n/a
Regal Cinemedia Corporation	REGA0001 CON System and Method for Scheduling Digital Cinema Content	USPTO	10/458,034	06/10/2003	n/a
Regal Cinemedia Corporation	REGA0001 PCT System and Method for Scheduling In-Theatre Advertising and Digital Content	WIPO	PCT/US03/39762	12/12/2003	n/a
Regal Cinemedia Corporation	REGA0002 Digital Projector Automation	USPTO	10/458,589	06/10/2003	n/a
Regal Cinemedia Corporation	REGA0002 PCT Digital Projector Automation	WIPO	PCT/US04/06993	03/05/2004	n/a
Regal Cinemedia Corporation	REGA0003 System and Method for Selling Presentation Times in a Digital Media Stream	USPTO	10/641,173	08/14/2003	n/a

SCHEDULE 1(c)**COPYRIGHTS**

Copyright Name	Registrant	Jurisdiction Issued or Registered	Registration or Application Number	Date of Registration or Application	Date of Expiration
WORLD OF ENTERTAINMENT	Regal CineMedia Corporation	USCO	n/a	December 15, 2003	n/a

SCHEDULE 1(e)**INTELLECTUAL PROPERTY LICENSES**

1. The advertising agreement entered into with the party below and other advertising agreements as entered into the ordinary course of business:

- Fandango, Inc.

2. The software license agreements entered into with the parties below and other software license agreements as entered into in the ordinary course of business:

- Christie Digital Systems USA, Inc.
- Hewlett Packard (Compaq)
- Technicolor Digital Cinema, LLC
- Octalis S.A.

3. The content partner agreements entered into with the parties below and other content partner agreements as entered in the ordinary course of business:

- National Broadcasting Company, Inc.
- Turner Broadcasting System, Inc.
- Convex Group (operating pursuant to a draft agreement)
- Sony Pictures Entertainment, Inc. (operating pursuant to a draft agreement)
- Universal City Studios LLP (operating pursuant to a draft agreement)

4. The concessions and soft drink agreements entered into with the parties below and other concessions and soft drink agreements as entered into in the ordinary course of business:

- Masterfoods USA
- Coca-Cola

5. Other licenses, sublicenses and agreements pursuant to theater equipment licenses, film products and on-screen content, all as entered into in the ordinary course of business.