

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828628

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:
REGAL CINEMAS, INC.		07/31/2023	Corporation:
RAGAINS ENTERPRISES LLC		07/31/2023	Limited Liability Company:
REGAL CINEMEDIA CORPORATION		07/31/2023	Corporation:
REGAL ENTERTAINMENT GROUP		07/31/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Celebrity Commercial Funding (Cayman) L.P.		
Street Address:	375 Park Avenue		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
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	

OP \$490.00 3331690

Property Type	Number	Word Mark
Registration Number:	3889100	REGAL
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: 4045725100

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: (404) 572-3117

Email: aquinn@KSLAW.com

Correspondent Name: Alanna Quinn

Address Line 1: 1180 Peachtree St NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Alanna Quinn

SIGNATURE: /s/ Alanna Quinn

DATE SIGNED: 08/01/2023

Total Attachments: 6

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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 Celebrity Commercial Funding (Cayman) L.P., as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”) (this “*Notice*”).

WITNESSETH:

WHEREAS, pursuant to the Revolving 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 private company limited by shares incorporated under the laws of England and Wales (“*Holdings*”), Crown UK HoldCo Limited, a private company limited by shares incorporated under the laws of England and Wales (“*Crown HoldCo*”), Crown Finance US, Inc., a Delaware corporation (“*Crown Finance*”; together with Crown HoldCo, each, a “*Borrower*” and, collectively, the “*Borrowers*”), the Lenders party thereto, Sound Point Agency, LLC, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”) and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is a party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, each 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 Collateral Agent pursuant to which each Grantors is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Collateral Agent and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral 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

Each 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 each Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 each Grantor (the “*Trademark Collateral*”); *provided, however*, that, if and

when any property that at any time constituted Excluded Property becomes Collateral, the Collateral 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 each 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 each 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 Collateral Agent pursuant to the U.S. Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 offer 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

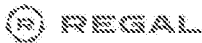
ACKNOWLEDGED AND AGREED
as of the date first above written:

CELEBRITY COMMERCIAL FUNDING (CAYMAN) L.P.,
as Collateral Agent

By: Wendy Ruberti
Name: Wendy Ruberti
Title: Authorized Signatory

**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.