



**COLLATERAL ASSIGNMENT OF
LEASES AND CONTRACTS**

ASSIGNOR: RAVE MOTION PICTURES BIRMINGHAM III, L.L.C.
ASSIGNEE: THE BANK OF NEW YORK, as agent
PRINCIPAL AMOUNT: \$ 35,000,000

This instrument contains after-acquired property provisions and secures obligations containing provisions for changes in interest rates, payment terms, extensions of times for payment and other modifications in the terms of the obligations secured hereby.

This instrument was prepared by the attorney referred below in consultation with counsel admitted to practice in the state in which the property is located, and when recorded counterparts should be returned to:

Pillsbury Winthrop LLP
1540 Broadway
New York, New York 10036-4039
Attention: Caroline Harcourt, Esq.

This COLLATERAL ASSIGNMENT OF LEASES AND CONTRACTS (this "Assignment"), made the 28th day of May, 2004 by RAVE MOTION PICTURES BIRMINGHAM III, L.L.C., a Delaware limited liability company, having an office at c/o Rave Reviews Cinemas L.L.C., 3333 Welborn Street, Suite 100, Dallas, TX 75219 ("Assignor"), to THE BANK OF NEW YORK, a New York banking corporation, having an office at One Wall Street, New York, New York 10286, as agent (The Bank of New York, in its capacity as agent and any successor agent appointed in accordance with the Credit Agreement (as hereinafter defined) for the Banks (as hereinafter defined), the "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the tenant under that certain Lease dated as of December 12, 2003 between AIG Baker East Village, L.L.C. and Assignor and the lessee of the real property described on Exhibit A (the "Leased Land");

WHEREAS, Rave Reviews Cinemas, LLC ("Borrower"), the parent of Assignor, has entered into that certain Amended and Restated Secured Guaranteed Credit Agreement, dated of even date herewith (said credit agreement, as it may be amended, modified or supplemented from time to time, being the "Credit Agreement") with the banks listed on Exhibit C attached hereto and made a part hereof (said banks and any banks that may hereafter become parties to the Credit Agreement, being collectively the "Banks" and individually a "Bank") and Assignee; and

WHEREAS, pursuant to the Credit Agreement and subject to the terms and conditions therein set forth, the Banks have agreed to make Advances and to issue certain Letters of Credit (as each such term is defined in the Credit Agreement) from time to time from the date hereof until the Termination Date (as defined in the Credit Agreement) in the aggregate amount not to exceed, at any time, Twenty Million Dollars (\$35,000,000) (the "Indebtedness"); and

WHEREAS, to evidence such Indebtedness, Borrower has executed and delivered the Credit Agreement and will execute and deliver various promissory notes (each a "Note" and collectively, the "Notes") to the order of each of the Banks in the amount of its Commitment (as defined in the Credit Agreement), and each issued pursuant to the Credit Agreement; and

WHEREAS, to further evidence such Indebtedness, (i) Borrower has executed and delivered that certain Security Agreement and (ii) Borrower, and its Affiliates and Subsidiaries (as such terms are defined in the Credit Agreement), including Assignor, have executed and delivered that certain Subsidiary Security Agreement (said security agreement and said subsidiary security agreement, as the same may be amended, modified or supplemented from time to time, collectively, being the "Security Agreement"), copies of which may be examined at reasonable times at the office of Agent by persons who do or will hold an interest in the Mortgaged Property, dated as of February 13, 2003, with the Banks and Assignee;

WHEREAS, in connection with such indebtedness, Borrower and its Affiliates and Subsidiaries, including Assignor, have executed and delivered that certain Secured Guaranty Agreement dated of even date herewith (said guaranty agreement, as it may be amended, modified or supplemented from time to time, being the "Secured Guaranty Agreement") with the Banks and Assignee; and

WHEREAS, the Indebtedness is secured by, inter alia, that certain Mortgage, Leasehold Mortgage, Fixture Filing, and Financing Statement (as the same may be amended, modified, supplemented, restated or renewed from time to time, the "Mortgage");

WHEREAS, the Mortgage effects a lien, subject to the Permitted Encumbrances (as defined in the Mortgage), upon all right, title and interest of Assignor in and to the Leased Land (as defined in the Mortgage) and the Premises (as hereinafter defined); and

WHEREAS, in order to provide additional security for the repayment of the Indebtedness and the performance and observance of the other Obligations (as defined in the Mortgage), Assignor desires to execute and deliver to Assignee, and Assignor desires to receive from Assignee, this Assignment;

NOW, THEREFORE, as security for the Obligations and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. (a) Assignor hereby absolutely and unconditionally bargains, sells, transfers, assigns and sets over to Assignee all of its right, title and interest in, to and under all leases, subleases, lettings and licenses of, and all other contracts, bonds, guaranties and agreements affecting the Leased Land, the Improvements and the Fixtures (as such terms are defined in the Mortgage; and hereinafter collectively referred to as the "Premises") now or hereafter entered into, assigned to, taken subject to, assumed by or granted for the benefit of Assignor and all amendments, modifications, supplements, additions, extensions and renewals thereof (all of the foregoing hereinafter collectively referred to as the "Leases"), and all right, title and interest of Assignor in and to all rents, additional rents, increases in rents, security deposits, advance rents, income, proceeds, earnings, royalties, revenues, issues, profits, rights, deposits, benefits and other payments due or to become due under, or otherwise derived from or relating to, the Leases or the use or occupancy of the Premises (including any claims (i) based on holdover by any lessee, (ii) for damages sustained by Assignor or (iii) arising under any Federal, state or other law as a result of or in connection with the bankruptcy or insolvency of any lessee) and the rights to collect and receive all of the foregoing and to enforce, whether at law or in equity or by any other means, all provisions thereof or thereunder and all rights of Assignor relating thereto (all of the foregoing hereinafter collectively referred to as the "Rents") and the right to apply the same to the payment, performance and observance of the Obligations.

(b) The foregoing assignment of the Leases and the Rents is intended to be and is an absolute present assignment from Assignor to Assignee and not merely the passing of a security interest or an executory contract to assign. Such assignment and grant shall continue in effect until all of the Obligations are fully paid, performed and observed and Assignor (and the Banks, as defined in the Credit Agreement) shall have no further Commitment (as defined in the Credit Agreement) under the Credit Agreement.

2. Until the occurrence of an Event of Default (as defined in the Mortgage), Assignor shall be entitled to collect and receive the Rents and, subject to Paragraphs 6 and 7, enforce the performance by the lessee under each Lease of all of such lessee's obligations

thereunder. Such rights of Assignor to collect and receive the Rents and to enforce the Leases shall be automatically revoked upon the occurrence of an Event of Default.

3. In addition to the revocation of Assignor's rights pursuant to Paragraph 2, upon the occurrence of an Event of Default:

(a) Assignor shall promptly pay to Assignee (i) all rent prepayments and security or other deposits which have not been applied to the obligations of the lessees under the Leases prior to the occurrence of such Event of Default and (ii) all charges for services or facilities or for escalation which were paid pursuant to any Lease to the extent allocable to any period from and after the occurrence of such Event of Default; and

(b) Assignee shall have the following rights: (i) to demand that the lessee under any Lease pay all amounts due thereunder directly to Assignee; (ii) to enter upon and take possession of the Premises, whether or not foreclosure has been instituted and without applying for a receiver, trustee or custodian; (iii) to collect, receive and enforce the lessor's right to the Rents; (iv) to enforce the provisions of the Leases, including the right to dispossess by summary or other available proceedings or actions any lessee defaulting under its Lease; (v) to let the Premises on such terms and conditions as Assignee deems appropriate; and (vi) to apply the Rents to (A) the costs and expenses incurred in enforcing the Leases and collecting the Rents (including legal fees and expenses), (B) the payment of all necessary charges and expenses in connection with the operation and maintenance of the Premises (including the leasing thereof) and (C) the payment, performance and observance of the Obligations.

4. If Assignor is not required to surrender possession of the Premises in the event of any Event of Default, Assignor will pay monthly in advance to Assignee, on its entry into possession pursuant to Article VI of the Mortgage, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Premises as may be in the possession of Assignor. Upon a default in any such payment, Assignor will vacate and surrender such possession to Assignee or such receiver, and, in default thereof, may be evicted by summary or any other available proceedings or actions.

5. Assignor represents and warrants to Assignee that: (i) Assignor is the sole and absolute legal and beneficial holder of all of the right, title and interest of the lessor in, to and under the Leases, with full right and title to assign the Leases and the Rents; (ii) the Leases listed on Exhibit B hereto (the "Existing Leases") are all of the leases (written, oral or otherwise) affecting the Premises on the date hereof; (iii) true and complete copies of each and every Existing Lease have been delivered to Assignee; (iv) the Existing Leases are valid, in full force and effect and have not been modified, changed, altered or amended and are the only agreements between Assignor and the lessees thereunder affecting the Premises; (v) the Existing Leases and the Rents have not been assigned or pledged except to Assignee and no other person whatsoever has any interest therein; (vi) except as set forth on Exhibit B hereto, Assignor does not hold any security deposits under the Existing Leases and no rents have been prepaid thereunder more than one month in advance; (vii) Assignor is not in default under any of the Existing Leases; (viii) to the best knowledge of Assignor, no lessee under any Existing Lease has any credit, deduction, defense, set-off or counterclaim against the enforcement of such lessee's obligations under its

Existing Lease; and (ix) Assignor has not given or received any notices of default, termination or cancellation under any of the Existing Leases.

6. Assignor will (i) perform or cause to be performed all of the lessor's obligations under each of the Leases, (ii) subject to the provisions of Paragraph 7(iv) hereof, enforce the obligations of each lessee under its respective Lease, and (iii) give Assignee prompt notice and a copy of any notice of default, termination or cancellation given or received by Assignor.

7. Assignor will not, without Assignee's prior written consent, (i) assign, mortgage, pledge or otherwise transfer, dispose of or encumber, whether by operation of law or otherwise, any Lease or any Rents, (ii) accept or permit the acceptance of a prepayment of any Rent payable under any Lease for more than one month in advance of the due date therefor, (iii) enter into, amend, modify or supplement any Lease, (iv) cancel, abridge, terminate or accept a surrender of any Lease (including by a recapture or take-back of any Lease or any premises pursuant to the terms thereof), or consent to or permit any cancellation, abridgment, termination or surrender of any Lease, except upon the stated expiration of the term of such Lease, (v) waive or release any of its rights under any of the Leases or (vi) consent to the assignment of any Lease or the subletting of any part of the premises demised under any Lease by the lessee thereunder.

8. Nothing contained in this Assignment shall be construed to bind Assignee to the performance of any of the provisions contained in any Lease or otherwise to impose any obligation on Assignee (including any liability under the covenant of quiet enjoyment contained in any Lease or under any applicable law in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage or this Assignment and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Premises), except that Assignee shall be accountable for any money actually received by Assignee pursuant to this Assignment. This Assignment shall not operate to make Assignee liable for (i) any waste committed on the Premises by the lessee under any Lease or any other person, (ii) any dangerous or defective condition of the Premises, or (iii) any negligence in the management, upkeep, repair, or control of the Premises resulting in loss, injury or death to any lessee or other person.

9. All notices, requests, demands, statements or documents hereunder shall be in writing and given or made in accordance with the notice provisions of the Mortgage.

10. The acceptance of this Assignment and the collection of Rents under any Lease shall not constitute a waiver of any of the rights or remedies of Assignee under the Mortgage or any other Loan Document (as defined in the Mortgage). Further, nothing contained in this Assignment and no act or action taken or done, or omitted to be taken or done, by Assignee pursuant to the powers and rights granted to Assignee hereunder shall be deemed to (i) be a waiver of or to cure any default by Assignor or any Event of Default under this Assignment or any other Loan Document or (ii) be a waiver by Assignee of any of its rights and remedies against Assignor in connection with, or in respect of, the Indebtedness or any of the other Obligations.

11. The covenants herein contained on the part of Assignor shall be deemed to be covenants running with the Leased Land, and shall be binding upon Assignor named herein and any subsequent owner or owners of the Premises and its and their respective successors and assigns. This Assignment, together with all the covenants herein contained on the part of Assignor, shall inure to the benefit of Assignee herein named and any subsequent holder or holders of this Assignment and its and their respective successors and assigns.

12. The unenforceability or invalidity of any provision of this Assignment to any person or circumstances shall not render such provision unenforceable as to any other person or circumstances, or render any other provision hereof invalid or unenforceable, and all provisions hereof, in all other respects, shall remain valid and enforceable. The provisions hereof are intended to be construed and interpreted to be valid and enforceable to the full extent permitted by applicable law.

13. This Assignment may not be changed or terminated except by an agreement in writing, signed by the person against whom enforcement of the change or termination is sought. This Assignment shall be governed by and construed in accordance with the law of the state in which the Mortgaged Property is located of applicable to contracts made and intended to be performed wholly within the state in which the Mortgaged Property is located.

14. The lessees under the Leases are hereby authorized to recognize the claims and demands of Assignee without investigation as to (i) the reason for any action taken by Assignee, (ii) the validity or the amount of indebtedness owing to Assignee, (iii) the existence of any default or Event of Default hereunder or under the other Loan Documents or (iv) the application to be made by Assignee of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this Assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor to any lessee under any Lease.

15. Assignee has not received any security deposits or prepaid rents paid under the terms of the Leases, nor have any such security deposits or prepaid rents been transferred to Assignee, and Assignee assumes no responsibility or liability therefor unless, until, and only to the extent that any security deposits or prepaid rents are actually received by Assignee.

16. (a) Assignor agrees that, if Assignor shall default in any of its obligations hereunder (including its obligation to perform or cause to be performed all of the lessor's obligations under each of the Leases), then Assignee shall have the right without notice to Assignor to advance all or any part of amounts owing or to perform any or all required actions. No such advance or performance shall be deemed to have cured such default by Assignor or any Event of Default with respect thereto. All sums advanced and all expenses incurred by Assignee in connection with such advances or actions, and all other sums advanced or expenses incurred by Assignee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be reimbursed by Assignor to Assignee on demand, shall bear interest until paid in full at the Involuntary Rate (as defined in the Mortgage) and shall be secured by this Assignment. Assignor hereby appoints Assignee its true and lawful attorney-in-fact to make the payments and effect the performance contemplated by the aforesaid provisions

of this Paragraph 17(a) in the name and on behalf of Assignor. This power, being coupled with an interest, shall be irrevocable until all of the obligations shall be fully satisfied, paid and performed and Assignee shall have no further commitment.

(b) This Mortgage secures not only existing indebtedness, but also future or additional advances made pursuant hereto or to any other Loan Document, whether such advances are obligatory or optional and whether such advances are readvances after payments permitted under the Credit Agreement.

17. Assignor hereby agrees to indemnify and hold harmless Assignee from any and all liabilities, losses, damages, claims, demands, costs and expenses (including legal fees and disbursements) which it may incur or suffer under the Leases or under or by reason of this Assignment, including any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the provisions of the Leases. If Assignee shall incur or suffer any such liability, loss, damage, claim, demand, cost or expense, Assignor shall pay the amount thereof to Assignor on demand and such amount shall bear interest at the Default Rate until paid in full and shall be secured by the Mortgage and this Assignment.

18. The following rules of construction shall be applicable for all purposes of this Assignment and all documents or instruments supplemental hereto, unless the context otherwise requires:

(a) All references herein to numbered Paragraphs or to lettered Exhibits are references to the Paragraphs hereof and the Exhibits annexed to this Assignment, unless expressly otherwise designated in context. All Paragraph and Exhibit captions herein are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, this Assignment.

(b) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

(c) The terms "Premises" and "Mortgaged Property" shall be construed as if followed by the phrase "or any part thereof".

(d) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(e) The term "person" shall include natural persons, firms, partnerships, corporations and any other public and private legal entities.

(f) The term "provisions", when used with respect hereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, conditions and/or".

(g) The cover page of and all recitals set forth in, and all Exhibits to, this Assignment are hereby incorporated in this Assignment.

(h) All obligations of Assignor hereunder shall be performed and satisfied by or on behalf of Assignor at Assignor's sole cost and expense.

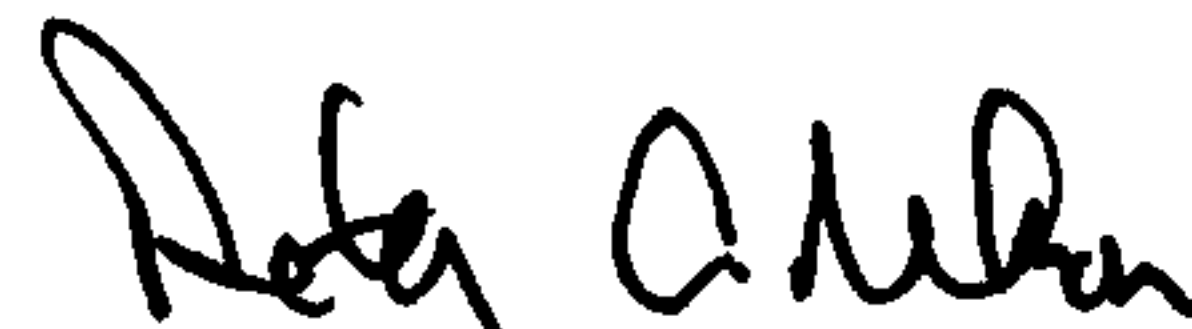
(i) The term "lease" shall mean "tenancy, subtenancy, lease or sublease", the term "lessor" shall mean "landlord, sublandlord, lessor and sublessor" and the term "lessee" shall mean "tenant, subtenant, lessee, sublessee and any guarantor of the obligations of any of the foregoing".

(j) No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

RAVE MOTION PICTURES BIRMINGHAM III,
L.L.C.

By: 
Name: Robert A. Nelson
Title: EVP-CFO

STATE OF Texas)
COUNTY OF Dallas) ss:

I, Brenda Greene, a Notary Public in and for said County in said State, hereby certify that Peter A. Nelson whose name as CFO & VP of Rave Motion Pictures Birmingham III, L.L.C., a limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 27th day of May, 2004.

Brenda Joyce Greene
(Notary Public)

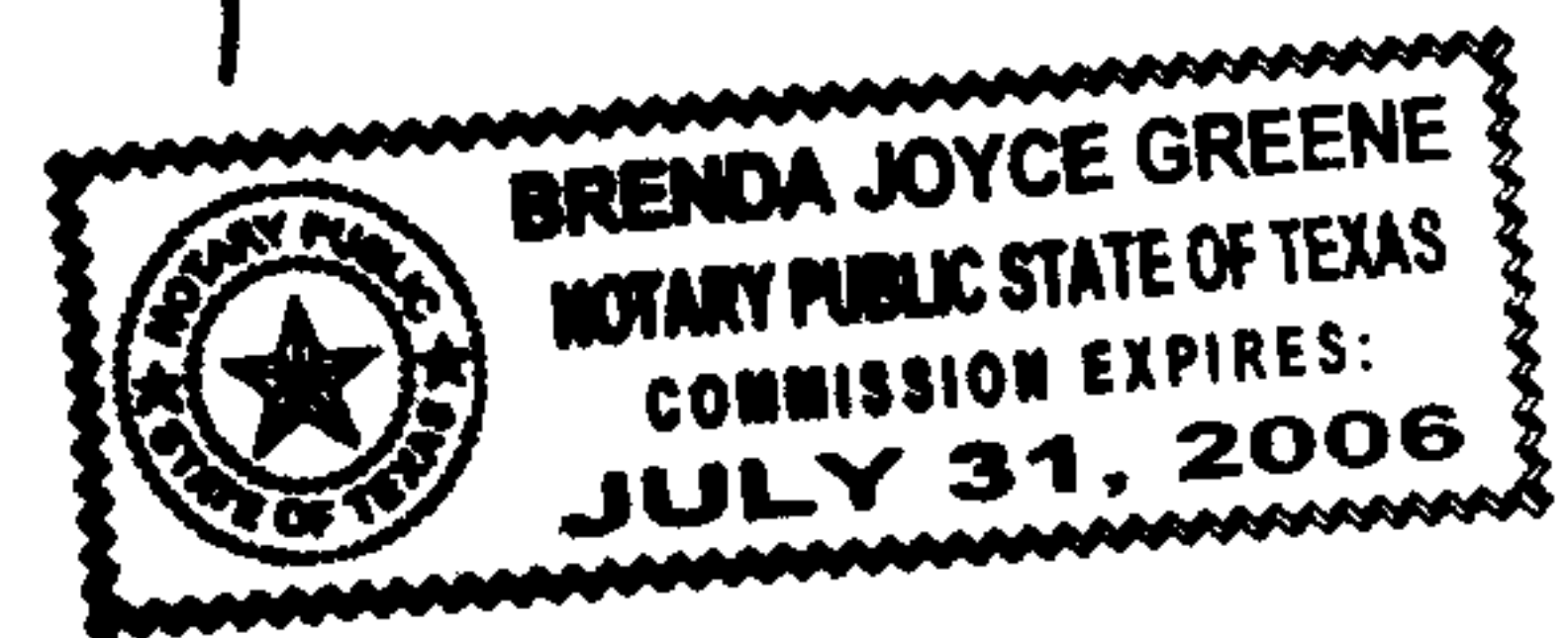


EXHIBIT A

Description of Land

Lot 5-A, according to the Survey of A Resubdivision of The Village at Lee Branch, as recorded in Map Book 31, page 130, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Existing Leases

None

EXHIBIT C

List of Banks

1. The Bank of New York
2. CIT Lending Services Corporation