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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Radio City Trademarks, LLC

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☑ Corporation-State (Delaware)

☐ Other

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address:

Street Address: 200 Jericho Quadrangle

City: Jericho State: New York ZIP: 11753

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☑ Other New York banking corporation

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☑ Other Additional Collateral Agreement

Execution Date: February 3, 1998

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

A. Trademark Application No.(s) See attached Annex D

B. Trademark Registration No.(s) See attached Annex D

Additional numbers attached? ☑ Yes ☐ No

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

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 54

7. Total fee (37 CFR 3.41): $1,365

☑ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Raymond M. Maiello, Esq.
Name of Person Signing

Signature

5/20/98
Date

Total number of pages comprising cover sheet: 12

05/26/1998 SSMITH 00000036 2025424
01 FC:481 40.00 OP
02 FC:482 1325.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

RADIO CITY PRODUCTIONS LLC (DE Corporation)

MADISON SQUARE GARDEN, L.P. (DE Limited Partnership)

MADISON SQUARE GARDEN CT, LLC (DE Corporation)

MSG AIRCRAFT LEASING, LLC (DE Corporation)

MSG FLIGHT OPERATIONS, LLC (DE Corporation)

Annex D - U.S. Trademarks

A. Radio City Trademarks, LLC

Title	Registration No./ Application No.	Status
Great Radio City Spectacular	2,025,424	Registered
Great Radio City Spectacular	75/031,689	Pending
Great Radio City Spectacular	75/031,454	Pending
The New Yorkers	1,190,958	Registered
Radio City	1,323,767	Registered
Radio City	1,975,916	Registered
Radio City	2,088,105	Registered
Radio City	75/194,037	Pending
Radio City	75/038,341	Pending
Radio City Attractions	75/085,946	Pending
Radio City Attractions	75/085,931	Pending
Radio City Avenue Store	2,054,397	Registered
Radio City Christmas	2,029,847	Registered
Radio City Christmas	75/031,463	Pending
Radio City Christmas	75/031,455	Pending
Radio City Concerts	75/023,150	Pending
Radio City Concerts	75/023,151	Pending
Radio City Entertainment	74/710,184	Pending
Radio City Entertainment	74/713,677	Pending
Radio City Events	75/023,156	Pending
Radio City Events	2,084,787	Registered
The Radio City Grand Tour	2,054,796	Registered
Radio City Marquee Club	74/634,212	Pending
Radio City Marquee Club	1,986,760	Registered
Radio City Marquee Club	1,974,785	Registered
Radio City Music Hall	1,121,615	Registered

Title	Registration No./ Application No.	Status
Radio City Music Hall	1,214,000	Registered
Radio City Music Hall	1,220,567	Registered
Radio City Music Hall	1,220,610	Registered
Radio City Music Hall	1,220,903	Registered
Radio City Music Hall	1,220,946	Registered
Radio City Music Hall	1,223,250	Registered
Radio City Music Hall	1,238,478	Registered
Radio City Music Hall	1,294,186	Registered
Radio City Music Hall	2,060,521	Registered
Radio City Music Hall	75/031,453	Pending
Radio City Music Hall	2,045,656	Registered
Radio City Productions	74/690,956	Pending
Radio City Productions	2,024,666	Registered
Radio City Rockettes	75/261,626	Pending
Radio City Rockettes	75/261,610	Pending
Radio City Spring Spectacular	2,033,608	Registered
Radio City Spring Spectacular	75/031,452	Pending
Radio City Spring Spectacular	75/031,407	Pending
Rockettes	1,209,117	Registered
Rockettes	1,220,020	Registered
Rockettes	1,223,409	Registered
Rockettes	1,202,852	Registered
Rockettes	1,860,442	Registered
Rockettes	74/626,429	Pending
Rockettes	2,064,110	Registered
Rockettes Dance Notation	2,031,860	Registered
Rookie Rockette	1,455,448	Registered
Rookie Rockette & Design	1,455,450	Registered

ADDITIONAL COLLATERAL AGREEMENT, dated as of February 3, 1998, among (i) the Borrower (as defined below), (ii) The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below and (iii) each of the other signatories hereto (such other signatories, the "Additional Parties"). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Madison Square Garden, L.P. (the "Borrower"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of June 6, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement (i) the Borrower and certain of its Subsidiaries (other than the Additional Parties) have entered into the Credit Party Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Party Security Agreement") and the Credit Party Pledge Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Party Pledge Agreement"), each dated as of June 6, 1997, in favor of the Administrative Agent for the benefit of the Secured Creditors (as defined in the respective Security Documents) and (ii) certain of the Borrower's Subsidiaries (other than the Additional Parties) have entered into the Subsidiary Guaranty (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"), dated as of June 6, 1997;

WHEREAS, the Credit Agreement requires each Additional Party to become a party to the Credit Party Security Agreement (in such capacity, an "Assignor"), the Credit Party Pledge Agreement (in such capacity, a "Pledgor") and the Subsidiary Guaranty (in such capacity, a "Guarantor");

WHEREAS, the Credit Agreement requires the Borrower to pledge to the Administrative Agent for the benefit of the Secured Creditors the Capital Stock of each Subsidiary it acquires subsequent to the Effective Date; and

WHEREAS, the Additional Parties have agreed to execute and deliver this Additional Collateral Agreement in order to become parties to the Credit Party Security Agreement, the Credit Party Pledge Agreement and the Subsidiary Guaranty and the Borrower has agreed to execute and deliver this Additional Collateral Agreement in order to pledge to the Administrative Agent for the benefit of the Secured Creditors the Capital Stock of each Subsidiary it has acquired subsequent to the Effective Date;

NOW, THEREFORE, IT IS AGREED:

1. Assumption. By executing and delivering this Additional Collateral Agreement, each Additional Party (i) to the extent it is a signatory hereto in the capacity of an Assignor, hereby becomes a party to the Credit Party Security Agreement as an Assignor

thereunder with the same force and effect as if originally named therein as an Assignor and, without limiting the generality of the foregoing, hereby expressly assumes all rights, obligations and liabilities of an Assignor thereunder, (ii) to the extent it is a signatory hereto in the capacity of a Pledgor, hereby becomes a party to the Credit Party Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly assumes all rights, obligations and liabilities of a Pledgor thereunder and (iii) to the extent it is a signatory hereto in the capacity of a Guarantor, hereby becomes a party to the Subsidiary Guaranty as a Guarantor thereunder with the same force and effect as if originally named therein as a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all rights, obligations and liabilities of a Guarantor thereunder.

2. Pledge by Borrower. To secure the Obligations (as defined in the Credit Party Pledge Agreement), the Borrower hereby pledges in favor of the Administrative Agent, for the benefit of the Secured Creditors, all of its ownership interests in the Subsidiaries set forth beneath its name under the heading "Annex A - List of Subsidiaries" on Schedule II hereto to the same extent as the LLC Interests pledged under the Credit Party Pledge Agreement. From and after the date hereof each of such Subsidiaries shall be deemed to be an LLC and such ownership interests shall be deemed to be a part of the LLC Interests, in each case, as defined in the Credit Party Pledge Agreement.

3. Amendments to Annexes. The information set forth in Schedule I hereto is hereby added to the information set forth on Annex A and Annex B (as specified) to the Credit Party Security Agreement. The information to be added to Annex D, Annex E and Annex F to the Credit Party Security Agreement will be separately disclosed to the Administrative Agent for purposes of making appropriate intellectual property filings with the United States Patent and Trademark Office and such annexes shall be deemed amended by the information contained in those filings. The information set forth in Schedule II hereto is hereby added to the information set forth on Annex A and Annex C (as specified) to the Credit Party Pledge Agreement. The address for notices for each of the Additional Parties shall be the same as the address of the Borrower set forth in the Credit Agreement.

4. Representations and Warranties. Each of the Additional Parties hereby represents and warrants that each of the representations and warranties made (or incorporated by reference) by an "Assignor" in the Credit Party Security Agreement, by a "Pledgor" in the Credit Party Pledge Agreement and by a "Guarantor" in the Subsidiary Guaranty is true and correct in all material respects on and as the date hereof (after giving effect to this Additional Collateral Agreement) as if made on and as of such date (and any reference in any such representations and warranties to "the date hereof" shall be deemed to be a reference to the date of this Additional Collateral Agreement).

5. GOVERNING LAW. THIS ADDITIONAL COLLATERAL AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have caused this Additional Collateral Agreement to be duly executed and delivered as of the date first above written.

MADISON SQUARE GARDEN CT, LLC
RADIO CITY PRODUCTIONS LLC
MSG AIRCRAFT LEASING, LLC
MSG FLIGHT OPERATIONS, LLC,
as Assignors, Pledgors and Guarantors

By: MADISON SQUARE GARDEN, L.P., as a Member

By: MSG EDEN CORPORATION,
its General Partner

By: Marc Schonfeld
Name: Marc Schonfeld
Title: V.P. + Ass't Sec'y

RADIO CITY TRADEMARKS, LLC,
as an Assignor, Pledgor and Guarantor

By: RADIO CITY PRODUCTIONS LLC, as a Member

By: MADISON SQUARE GARDEN, L.P.,
as a Member

By: MSG EDEN CORPORATION,
its General Partner

By: Marc Schonfeld
Name: Marc Schonfeld
Title: V.P. + Ass't Sec'y

MADISON SQUARE GARDEN, L.P.,

By: MSG EDEN CORPORATION,
its General Partner

By: Marc Schonfeld
Name: Marc Schonfeld
Title: V.P. + Ass't Sec'y

ACCEPTED AND AGREED:

THE CHASE MANHATTAN BANK

By: Thomas H Kozlowski
Name: Thomas H Kozlowski
Title: V.P.

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SCHEDULE I TO ADDITIONAL COLLATERAL AGREEMENT - ADDITIONS TO CREDIT PARTY SECURITY AGREEMENT

Annex A - Chief Executive Office; Record Locations

A. MADISON SQUARE GARDEN CT, LLC

One Civic Center Plaza
Hartford, Connecticut 06103

B. RADIO CITY PRODUCTIONS LLC

1260 Avenue of the Americas
New York, New York 10020

C. MSG AIRCRAFT LEASING, LLC

Two Pennsylvania Plaza
14th Floor
New York, New York 10121

D. MSG FLIGHT OPERATIONS, LLC

Two Pennsylvania Plaza
14th Floor
New York, New York 10121

E. RADIO CITY TRADEMARKS, LLC

1260 Avenue of the Americas
New York, New York 10020

Annex B - Inventory and Equipment Locations

A. MADISON SQUARE GARDEN CT, LLC

ADDRESS	COUNTY	STATE
One Civic Center Plaza	Hartford	Connecticut

B. RADIO CITY PRODUCTIONS LLC

ADDRESS	COUNTY	STATE
1260 Avenue of the Americas	New York	New York
131 Varick Street	New York	New York
21-07 41st Avenue Long Island City	Queens	New York
460-462 West 129th Street	New York	New York
474 West 130th Street	New York	New York

C. MSG AIRCRAFT LEASING, LLC

ADDRESS	COUNTY	STATE
987 Postal Road Allentown, Pennsylvania	Lehigh	Pennsylvania

D. MSG FLIGHT OPERATIONS, LLC

ADDRESS	COUNTY	STATE
Two Pennsylvania Plaza	New York	New York

E. RADIO CITY TRADEMARKS, LLC

ADDRESS	COUNTY	STATE
1260 Avenue of the Americas	New York	New York

Annex E - U.S. Patents

NONE

Annex F - U.S. Copyrights

A. Radio City Music Hall Productions, Inc.

Title	Registration No.
Carpeting (six patterns)	VA 66632
Batik wallcovering/original hand blocked theatrical theme (designed by Ruth Reeves)	VA 61267

SCHEDULE II TO ADDITIONAL COLLATERAL AGREEMENT - ADDITIONS TO CREDIT PARTY PLEDGE AGREEMENT

Annex A - List of Subsidiaries

A. MADISON SQUARE GARDEN, L.P.

Subsidiaries	Percentage Owned	Jurisdiction of Organization
Madison Square Garden CT, LLC	100%	Delaware
Radio City Productions LLC	100%	Delaware
MSG Aircraft Leasing, LLC	100%	Delaware
MSG Flight Operations, LLC	100%	Delaware

B. RADIO CITY PRODUCTIONS LLC

Subsidiaries	Percentage Owned	Jurisdiction of Organization
Radio City Trademarks, LLC	100%	Delaware

ANNEX C - List of LLC's, Parnterships and Pledgors

Name of LLC	Pledgor
Madison Square Garden CT, LLC	Madison Square Garden, L.P.
Radio City Productions LLC	Madison Square Garden, L.P.
MSG Aircraft Leasing, LLC	Madison Square Garden, L.P.
MSG Flight Operations, LLC	Madison Square Garden, L.P.
Radio City Trademarks, LLC	Radio City Productions LLC