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*12.17.99* RECORD  
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02-02-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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To the Honorable Commissioner of Patents and

101255362

original documents or copy thereof.

1. Name of conveying party(ies):

Chorus Line Corporation  
Chorus Line International, Inc.  
Chorus Line Retail, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Security Agreement and Conditional Assignment

Execution Date: December 8, 1999

2. Name and address of receiving party(ies)

Name: ING (U.S.) Capital LLC

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

Street Address: 333 South Grand Avenue  
Suite 4200

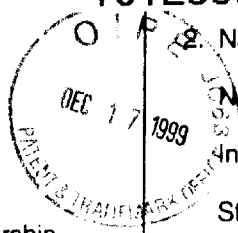
City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other a Delaware limited liability company

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,149,900  
1,217,414  
1,399,634

Additional numbers attached?  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn

Street Address: 2049 Century Park East  
21st Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

~~02/01/2000 TTON11 0000130 00002 1149900~~  
01 FC:401 40.00 CH  
02 FC:482 350.00 CH

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.

Sara Hoehn  
Name of Person Signing

*Sara J. Hoehn*  
Signature

December 15, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 20

SCHEDULE A

INTELLECTUAL PROPERTY

TRADEMARK INFORMATION

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
Chorus Line Corporation	TICKETS	1,149,900	03/31/81	03/31/2001
	ALL THAT JAZZ	1,217,414	05/10/83	05/10/2003
	MORE JAZZ	1,399,634	07/01/86	07/01/2006
	CHORUS LINE	1,677,684	03/03/92	03/03/2002
	MOLLY MALLOY	1,905,717	07/18/95	07/18/2005
	CHORUS BLUES	1,905,715	07/18/95	07/18/2005
	MAGIC WAIST	1,989,057	07/23/96	07/23/2006
	PIPER ALEXANDER	2,005,150	10/01/95	10/01/2006
	ALL THAT JAZZ (BLOCK)	2,101,992	09/30/97	09/30/2007
	JAZZ KIDS	AP# 74/522067	05/06/94	
	TICKETS (BLOCK)	AP# 75/000053	10/02/95	
	CHORUS LINE (BLOCK)	2,101,993	09/30/97	09/30/2007
	JAZZ SPORT (BLOCK)	2,101,991	09/30/97	09/30/2007
	JAZZ SPORT	2031387	01/21/97	01/21/2007
	JAZZ II	2029454	01/14/97	01/14/2007

**TRADEMARK COLLATERAL SECURITY AGREEMENT  
AND CONDITIONAL ASSIGNMENT**

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT (this "Agreement") is dated as of December 8, 1999, and entered into by and between CHORUS LINE CORPORATION, a Delaware corporation ("Company"), CHORUS LINE INTERNATIONAL, INC., a Delaware corporation ("CLI"), CHORUS LINE RETAIL, INC., a Delaware corporation ("CLR") (the Company, CLI and CLR being collectively referred to as "Grantors", and each, a "Grantor"), and ING (U.S.) CAPITAL LLC, a Delaware limited liability company ("Secured Party") with reference to the following Recitals:

RECITALS

A. Pursuant to that certain Senior Term Loan Agreement of even date herewith by and among Grantors and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms not otherwise defined herein are as defined in the Loan Agreement), Secured Party has agreed to extend certain financial accommodations to or for the direct and indirect benefit of Grantors.

B. In order to induce Secured Party to enter into the Loan Agreement and the other Documents and to induce Secured Party to extend the financial accommodations as provided for in the Loan Agreement, Grantors shall have executed and delivered to Secured Party that certain Security Agreement of even date herewith (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Agreement. These recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and in order to induce the parties to the Loan Agreement to execute and deliver such agreement and to consummate the transactions contemplated therein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **Grant of Security.** Each Grantor hereby assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of its respective right, title and interest in and to the following, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(a) each of the Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by it, in whole or in part (including, without limitation, the Trademarks specifically identified in **Schedule A** annexed hereto, as the same may be amended pursuant hereto from time to time), and including all Trademark Rights with respect thereto and all federal, state and foreign Registrations therefor, heretofore or hereafter granted or applied for, the right (but not the obligation) to register

claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of each such Grantor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the Associated Goodwill; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of each such Grantor pertaining to the Trademarks, Registrations or Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of each such Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(b) the following documents and things in the possession of each Grantor or subject to a right to possession by each Grantor related to (Y) the production, sale and delivery by each Grantor, or by any Affiliate, licensee or subcontractor of each Grantor, of products or services sold or delivered by or under the authority of each Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by each Grantor or any Affiliate, licensee or subcontractor of each Grantor:

(i) all lists and ancillary documents that identify and describe any of such Grantor's customers, or those of their Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including without limitation any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by such Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by such Grantor or any of such Grantor's Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) all general intangibles relating to the Collateral;

(d) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(e) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

**2. Conditional Assignment.** In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant to **Section 1**, each Grantor hereby, effective upon the occurrence of an Event of Default and upon written notice from Secured Party, grants, sells, conveys, transfers, assigns and sets over to Secured Party, all of its respective rights, titles and interests in and to the Collateral, including without limitation its rights, titles and interests in and to the Trademarks identified in **Schedule A** annexed hereto, the goodwill of its business symbolized by said Trademarks and all Registrations relating to said Trademarks.

**3. Security for Obligations.** This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Obligations (all such Obligations being the "Secured Obligations").

**4. Grantors Remain Liable.** Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its respective duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**5. Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) Description of Collateral. A true and complete list of all Trademarks, Registrations and Trademark Rights owned, held (whether pursuant to a license or otherwise) or used by it, in whole or in part, as of the date of this Agreement is set forth in **Schedule A** annexed hereto.

(b) Validity and Enforceability of Collateral. Each of the Trademarks, Registrations and Trademark Rights is valid, subsisting and enforceable and such Grantor is not aware of any pending or threatened claim by any third party that any of the Trademarks, Registrations or Trademark Rights is invalid or unenforceable or that the use of any of the

Trademarks, Registrations or Trademark Rights violates the rights of any third person or of any basis for any such claim.

(c) Ownership of Collateral. Such Grantor owns its respective Collateral free and clear of any Lien, other than Permitted Liens. Except for financing statements or filings that may have been filed to perfect Permitted Liens, (i) no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office and (ii) no effective filing covering all or any part of the Collateral is on file in the United States Patent and Trademark Office.

(d) Office Locations; Other Names. The chief place of business, the chief executive office and the office where such Grantor keeps its records regarding the Collateral is, and has been for the four month period preceding the date hereof, located at 4505 Bandini Boulevard, Vernon, California 90040. Such Grantor has not in the past done, and does not now do, business under any other name (including any tradename or fictitious business name) except Jazz Holding Corporation and Chorus Line, Inc.

(e) Governmental Authorizations. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by such Grantor of the security interest and conditional assignment granted hereby or for the execution, delivery or performance of this Agreement by such Grantor or (ii) the perfection of or the exercise by Secured Party of its rights and remedies hereunder (except as may have been taken by or at the direction of such Grantor).

(f) Perfection. The execution and delivery of this Agreement, together with the filing of financing statements describing the Collateral with the Secretaries of State of the States of California and New York and the recording of this Agreement with the United States Patent and Trademark Office, when so filed and recorded, will maintain a valid, perfected and first priority security interest in the Collateral securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly made or taken.

(g) Other Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Grantor with respect to the Collateral is accurate and complete in all respects.

**6. Further Assurances; New Trademarks, Registrations and Trademark Rights.**

(a) Each Grantor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may request, in order to perfect and protect any security interest or conditional assignment granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) at the request of Secured Party, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Secured Party, indicating that such Collateral is subject to the security interest granted hereby, (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iii) use its best efforts to obtain any necessary consents of third parties to the grant and perfection of a security interest and assignment to Secured Party with respect to any Collateral, (iv) at any reasonable time, upon request by Secured Party, exhibit the Collateral to

and allow inspection of the Collateral by Secured Party, or persons designated by Secured Party, and (v) at Secured Party's request, appear in and defend any action or proceeding that may affect its title to or Secured Party's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(c) Each Grantor hereby authorizes Secured Party to modify this Agreement without obtaining such Grantor's approval of or signature to such modification by amending **Schedule A** annexed hereto to include reference to any right, title or interest in any existing Trademark, Registration or Trademark Right or any Trademark, Registration or Trademark Right acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark, Registration or Trademark Right in which such Grantor no longer has or claims any right, title or interest.

(d) Each Grantor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

(e) If any Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall promptly notify Secured Party in writing of any rights to any new Trademarks or Trademark Rights acquired by it after the date hereof and of any Registrations issued or applications for Registration made after the date hereof. Concurrently with the filing of an application for Registration for any Trademark by such Grantor, such Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate trademark collateral security agreement and conditional assignment, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance satisfactory to Secured Party, pursuant to which it shall grant a security interest and conditional assignment to the extent of its interest in such Registration as provided herein to Secured Party unless so doing would, in the reasonable judgment of such Grantor, after due inquiry, result in the grant of a Registration in the name of Secured Party, in which event such Grantor shall give written notice to Secured Party as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the Registration.

7. **Certain Covenants of Grantors.** Each Grantor shall:

(a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(b) notify Secured Party of any change in its name, identity or corporate structure within 15 days of such change;

(c) give Secured Party 30 days' prior written notice of any change in its chief place of business, chief executive office or residence or the office where it keeps its records regarding the Collateral;

(d) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, its respective Collateral, except to the extent the validity thereof is being contested in good faith: provided that such Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgement, writ or warrant of attachment entered or filed against such Grantor or any of its respective Collateral as a result of the failure to make such payment;

(e) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by the Loan Agreement;

(f) except for the security interest and conditional assignment created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral to secure the indebtedness or other obligations of any Person;

(g) diligently keep reasonable records respecting its respective Collateral and at all times keep at least one complete set of its records concerning substantially all of its respective Trademarks, Registrations and Trademark Rights at its chief executive office or principal place of business;

(h) not permit the inclusion in any contract to which it becomes a party of any provision that could or might in any way impair or prevent the creation of a security interest and assignment in its rights and interests in any property included within the definitions of any Trademarks, Registrations, Trademark Rights and Associated Goodwill acquired under such contracts;

(i) take all steps necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Trademarks and Trademark Rights;

(j) use proper statutory notice in connection with its use of each of the Trademarks, Registrations and Trademark Rights;

(k) use consistent standards of high quality (which may be consistent with its past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its retail stores and other merchandising operations; and

(l) upon any of its officers obtaining knowledge thereof, promptly notify Secured Party in writing of any event that may materially and adversely affect the value of the Collateral or any portion thereof, the ability of either such Grantor or Secured Party to dispose of the Collateral or any portion thereof or the rights and remedies of Secured Party in relation thereto including, without limitation, the levy of any legal process against the Collateral or any portion thereof.

**8. Certain Inspection Rights.** Each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit such Grantor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Trademarks, Registrations or Trademark Rights (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable notice to such Grantor and as often as may be reasonably requested.



**9. Amounts Payable in Respect of the Collateral.** Except as otherwise provided in this **Section 9**, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Collateral or any portion thereof. In connection with such collections, such Grantor may take (and, if an Event of Default shall have occurred and be continuing, at Secured Party's direction, shall take) such action as it or Secured Party may deem necessary or advisable to enforce collection of such amounts; provided, however, that Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created, and the conditional assignment effected hereby, and to direct such obligors to make payment of all such amounts directly to Secured Party, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of the notice from Secured Party referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of amounts due to it in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by **Section 17**, and (ii) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

**10. Trademark Applications and Litigation.**

(a) Each Grantor shall have the duty to diligently, through counsel reasonably acceptable to Secured Party, prosecute any trademark application relating to any of its Trademarks specifically identified in **Schedule A** annexed hereto that is pending as of the date of this Agreement, to make federal application on any existing or future registerable but unregistered Trademarks, and to file and prosecute opposition and cancellation proceedings, renew Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Trademarks, Registrations and Trademark Rights. Any expenses incurred in connection therewith shall be borne solely by such Grantor. No Grantor shall abandon any Trademark, Registration or Trademark Right without the consent of the Secured Party.

(b) Except as provided in **Section 10(d)** and notwithstanding **Section 2**, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in their reasonable business judgment or judgments necessary to protect its respective Collateral. Secured Party shall provide, at the expense of such Grantor, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(c) Each Grantor shall promptly, after becoming aware thereof, notify Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in **Section 10(a)** or **10(b)** or regarding its claim of ownership in or right to use any of the Trademarks, Registrations or Trademark Rights, its right to register the same, or its right to keep and maintain such Registration. Such Grantor shall provide to Secured Party any information with respect thereto requested by Secured Party.

(d) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right (but not the obligation) to bring suit, in the name of any Grantor or Secured Party or otherwise, to enforce any Trademark, Registration, Trademark Right, Associated Goodwill and any license thereunder, in which event such Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Secured Party as provided in **Section 18** in connection with the exercise of its rights under this **Section 10**. To the extent that Secured Party shall elect not to bring suit to enforce any Trademark, Registration, Trademark Right, Associated Goodwill or any license thereunder as provided in this **Section 10(d)**, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Trademarks, Registrations, Trademark Rights or Associated Goodwill by others and for that purpose each agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

**11. Non-Disturbance Agreements, Etc.** If and to the extent that any Grantor is permitted to license the Collateral, Secured Party shall enter into a non-disturbance agreement or other similar arrangement, at the request and expense of such Grantor, with such Grantor and any licensee of any Collateral permitted hereunder in form and substance satisfactory to Secured Party pursuant to which (a) Secured Party shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest and conditional assignment created in favor of Secured Party and the other terms of this Agreement.

**12. Reassignment of Collateral.** If (a) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (b) no other Event of Default shall have occurred and be continuing, (c) an assignment to Secured Party of any rights, title and interests in and to the Collateral shall have been previously made and shall have become absolute and effective pursuant to **Section 2**, **Section 13(f)** or **Section 16(b)**, and (d) the Secured Obligations shall not have become immediately due and payable, upon a written request of any Grantor and the written consent of Secured Party, Secured Party shall promptly execute and deliver to the applicable Grantor such assignments as may be necessary to reassign to it any such rights, title and interests as may have been assigned to Secured Party as aforesaid, subject to any disposition thereof that may have been made by Secured Party pursuant hereto; provided that, after giving effect to such reassignment, Secured Party's security interest and conditional assignment granted pursuant to **Section 1** and **Section 2**, as well as all other rights and remedies of Secured Party granted hereunder, shall continue to be in full force and effect; and provided, further that the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Party and Permitted Liens.

**13. Secured Party Appointed Attorney-in-Fact.** Each Grantor hereby irrevocably appoints Secured Party as attorney-in-fact of such Grantor, with full authority in the place and stead of such Grantor and in the name of such Grantor or Secured Party or otherwise, in Secured Party's discretion, to take, upon the occurrence of and during the continuation of an Event of Default or a Potential Event of Default, any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Secured Party in the use or maintenance of the Collateral;

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Loan Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become obligations of such Grantor to Secured Party, due and payable immediately without demand; and

(f) (i) to execute and deliver any of the assignments or documents requested by Secured Party pursuant to **Section 16(b)**, (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and the expense of such Grantor, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

**14. Secured Party May Perform.** If any Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by such Grantor under **Section 18**.

**15. Standard of Care.** The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

**16. Remedies.** If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require any Grantor, and each Grantor hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make

it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to the parties. (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Secured Party deems appropriate. (iv) take possession of such Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (iii) and collecting any Secured Obligation. (v) exercise any and all rights and remedies of such Grantor under or in connection with the contracts related to the Collateral or otherwise in respect of its respective Collateral, including without limitation any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable. Secured Party may be the purchaser of any or all of the Collateral at any such sale and Secured Party shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of such Grantor, and such Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale of the Collateral applicable to it shall be required by law, at least ten days' notice to it of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Secured Party purchasing any or all of the Collateral at such sale arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, each Grantor, jointly and severally, shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency.

(b) Upon written demand from Secured Party, each Grantor shall execute and deliver to Secured Party an assignment or assignments of the Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of such Grantor or both to comply with such demand will not impair or affect the validity of the conditional assignment effected by **Section 2** or its effectiveness upon notice by Secured Party as specified in **Section 2**. Each Grantor agrees that such an assignment (including without limitation the conditional assignment effected by **Section 2**) and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Party receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five Business Days after written notice from Secured Party, each Grantor shall make available to Secured Party, to the extent within their power and authority, such personnel in their employ on the date of such Event of Default as Secured Party may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Party's behalf and to be compensated by Secured Party at their expense on a per diem, pro rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

**17. Application of Proceeds.** Except as expressly provided elsewhere in this Agreement, all proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party, and/or then, or at any other time thereafter, applied in full or in part by Secured Party against, the Secured Obligations in the following order of priority:

FIRST: To the payment of all reasonable costs and expenses of such sale, collection or other realization, including reasonable compensation to Secured Party and its agents and counsel, and all other reasonable expenses, liabilities and advances made or incurred by Secured Party in connection therewith, and all amounts for which Secured Party is entitled to indemnification hereunder and all advances made by Secured Party hereunder for the account of Grantors, and to the payment of all reasonable costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder, all in accordance with **Section 18**:

SECOND: To the payment of all other Secured Obligations in the priority set forth in **Section 4.6** of the Loan Agreement; and

THIRD: To the payment to or upon the order of Grantors, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

**18. Indemnity and Expenses.**

(a) Each Grantor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Secured Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantors will pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

**19. Continuing Security Interest and Conditional Assignment; Transfer of Securities.** This Agreement shall create a continuing security interest in, and conditional assignment of, the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Secured Obligations, (b) be binding upon each Grantor and its successors and assigns, and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured

Party and its successors, transferees and assigns in accordance with the Loan Agreement. Upon the indefeasible payment in full of all Secured Obligations, the security interest and conditional assignment granted hereby shall, subject to **Section 28**, terminate and all rights to the Collateral shall revert to Grantors. Upon any such termination Secured Party will, at the expense of such Grantor, execute and deliver to Grantor such documents as any Grantor shall reasonably request to evidence such termination.

**20. Amendments; Etc.** No amendment or waiver of any provision of this Agreement, or consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

**21. Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other parties, or whenever any of the parties desires to give or serve upon any other parties any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be deemed to have been validly served, given or delivered (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the United States Mail, registered or certified mail, return receipt requested, with proper postage prepaid, (b) upon transmission, when sent by telecopy or other similar facsimile transmission and an appropriate confirmation has been received, (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address or facsimile number specified for such party below, or to such other address (or facsimile number) as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to any Person designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication. For the purposes hereof, the address of each party hereto shall be as set forth under such party's name on the signature pages hereof or, as to either party, such other address as shall be designated by such party in a written notice delivered to the other party hereto.

**22. Failure or Indulgence Not Waiver; Remedies Cumulative.** No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

**23. Severability.** In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**24. Headings.** Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

**25. GOVERNING LAW; TERMS.** THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF A JURISDICTION OTHER THAN SUCH STATE, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of New York are used herein as therein defined.

**26. CONSENT TO JURISDICTION AND SERVICE OF PROCESS.** ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK OR THE STATE OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVE ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREE TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. A copy of any process served shall be mailed by registered mail to such Grantor at the address provided in **Section 21**; provided that, unless otherwise provided by applicable law, any failure to mail such copy shall not affect the validity of service of such process. Each Grantor hereby agrees that service of process sufficient for personal jurisdiction in any action against it in the State of New York or the State of California, as the case may be, may be made by registered or certified mail, return receipt requested, to such Grantor at the address provided in **Section 21**, and such Grantor hereby acknowledges that such service shall be effective and binding in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring proceedings against any Grantor in the courts of any other jurisdiction.

**27. WAIVER OF JURY TRIAL.** EACH GRANTOR AND SECURED PARTY HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Grantor and Secured Party each acknowledge that this waiver is a material inducement for Grantors and Secured Party to enter into a business relationship, that Grantor and Secured Party have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each Grantor and Secured Party further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

**28. Reinstatement.** This Agreement and the security interests and liens granted herein shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors, or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

**29. Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.


**[Remainder of page left blank]**



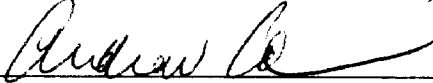
IN WITNESS WHEREOF, the parties have caused this Trademark Collateral Security Agreement and Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

"GRANTORS"


CHORUS LINE CORPORATION

By:   
Name: Andrew Cohen  
Title: Chief Executive Officer

CHORUS LINE INTERNATIONAL, INC.

By:   
Name: Andrew Cohen  
Title: Chief Executive Officer

CHORUS LINE RETAIL, INC.

By:   
Name: Andrew Cohen  
Title: Chief Executive Officer

**Notice Address For All Grantors:**

4505 Bandini Boulevard  
Vernon, California 90040  
Facsimile: (323) 780-5838  
Attn: Chief Executive Officer

"SECURED PARTY"

ING (U.S.) CAPITAL LLC

By:  \_\_\_\_\_

Name: Michael W. Adler

Title: Managing Director

**Notice Address:**

333 South Grand Avenue, Suite 4200

Los Angeles, California 90071

Fax: (213) 346-3991

Attn: Chorus Line Account Officer

SCHEDULE A  
TO  
TRADEMARK COLLATERAL  
SECURITY AGREEMENT AND  
CONDITIONAL ASSIGNMENT

**[SEE ATTACHED]**

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

**TRADEMARK INFORMATION**

<b>Registered Owner</b>	<b>United States Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	TICKETS	1,149,900	03/31/81	03/31/2001
	ALL THAT JAZZ	1,217,414	05/10/83	05/10/2003
	MORE JAZZ	1,399,634	07/01/86	07/01/2006
	CHORUS LINE	1,677,684	03/03/92	03/03/2002
	MOLLY MALLOY	1,905,717	07/18/95	07/18/2005
	CHORUS BLUES	1,905,715	07/18/95	07/18/2005
	MAGIC WAIST	1,989,057	07/23/96	07/23/2006
	PIPER ALEXANDER	2,005,150	10/01/96	10/01/2006
	ALL THAT JAZZ (BLOCK)	2,101,992	09/30/97	09/30/2007
	JAZZ KIDS	AP# 74/522067	05/06/94	
	TICKETS (BLOCK)	AP# 75/000053	10/02/95	
	CHORUS LINE (BLOCK)	2,101,993	09/30/97	09/30/2007
	JAZZ SPORT (BLOCK)	2,101,991	09/30/97	09/30/2007
	JAZZ SPORT	2031387	01/21/97	01/21/2007
JAZZ II	2029454	01/14/97	01/14/2007	
	<b>California State Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	MORE JAZZ	79,383	11/26/85	11/26/2005
	<b>Canada Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	TICKETS	318,510	09/19/86	09/19/2001
	ALL THAT JAZZ	308,565	11/22/85	11/22/2000
	MORE JAZZ	333,995	11/06/87	11/06/2002
	TICKETS (STYLIZED)	278,421	3/31/83	3/31/1998 NOT TO BE RENEWED
	<b>Chile Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	MOLLY MALLOY	444,908	05/09/95	05/09/2005
	TICKETS	AP # 282325	08/11/94	
	CHORUS LINE	AP # 282319	08/11/94	
	JAZZ II	AP # 282321	08/11/97	
	<b>France Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	ALL THAT JAZZ	94,541,131	10/20/94	10/20/2004
	TICKETS	94,540,526	10/17/94	10/17/2004
	CHORUS LINE	1,274,905	06/03/94	04/06/2004
	<b>Germany Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	ALL THAT JAZZ	2,901,319	02/06/95	10/25/2004
	TICKETS	1,055,693	11/07/83	04/15/2003
	CHORUS LINE	1,083,399	10/18/85	06/05/2004
	<b>Guatemala Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	ALL THAT JAZZ	78,038	05/06/96	05/06/2006
	MORE JAZZ	80,309	07/11/96	07/11/2006
	JAZZ KIDS	AP# 94-05366	08/10/94	

SCHEDULE A

INTELLECTUAL PROPERTY

**TRADEMARK INFORMATION**

	TICKETS	81,503	05/31/94	10/30/2006
	CHORUS LINE	79,791	06/13/96	06/13/2006
	MOLLY MALLOY	82,483	01/30/97	01/20/2007
	JAZZ SPORT	AP# 94-03842	06/07/94	
	CHORUS BLUES	79,455	09/01/96	09/01/2006
	<b>Italy Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	TICKETS	415,538	04/14/86	05/06/2003
	CHORUS LINE	431,585	06/05/86	06/22/2004
	ALL THAT JAZZ	690,388	11/04/94	11/04/2004
	<b>Japan Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	TICKETS (CLOTHING)	1,748,383	02/27/85	02/27/2005
	TICKETS (FOOTWEAR)	1,838,968	01/24/86	New AP Filed 1997
	TICKETS (ACCESSORIES)	1,864,855	05/30/86	Expired
	TICKETS (ACCESSORIES)	2,607,336	N/A	1997 RE-REGISTERED
	CHORUS LINE (ACCESSORIES)	1,821,111	11/29/85	New AP Filed 1997
	<b>Mexico Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	CHORUS LINE	518,701	12/28/92	12/28/2002
	ALL THAT JAZZ	516,399	12/28/92	12/28/2002
	JAZZ KIDS	AP# 157880	12/28/92	
	JAZZ KIDS	AP# 211628	09/09/94	
	MORE JAZZ	AP#157885	12/28/92	
	TICKETS	514,237	12/28/92	12/28/2002
	MOLLY MALLOY	467,955	06/16/94	06/16/2004
	JAZZ SPORT	467,956	06/16/94	06/16/2004
	JAZZ II	AP# 207808	08/08/94	
	CHORUS BLUES	495,055	08/08/94	08/08/2004
	<b>Phillipines Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	ALL THAT JAZZ	AP# 95953	10/21/94	
	MORE JAZZ	AP# 95954	10/21/94	
	JAZZ KIDS	AP# 98361	10/04/94	
	TICKETS	AP# 95955	10/21/94	
	CHORUS LINE	AP# 95951	10/21/94	
	MOLLY MALLOY	AP# 95952	10/21/94	
	<b>United Kingdom Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Chorus Line Corporation	ALL THAT JAZZ	AP# 1585439	09/19/94	
	TICKETS (NEW)	2,023,051	06/06/95	06/06/2005
	TICKETS	1,182,267	09/27/82	09/24/2003

SCHEDULE A

INTELLECTUAL PROPERTY

TRADEMARK INFORMATION

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
Chorus Line Corporation	TICKETS	1,149,900	03/31/81	03/31/2001
	ALL THAT JAZZ	1,217,414	05/10/83	05/10/2003
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	CHORUS BLUES	1,905,715	07/18/95	07/18/2005
	MAGIC WAIST	1,989,057	07/23/96	07/23/2006
	PIPER ALEXANDER	2,005,150	10/01/96	10/01/2006
	ALL THAT JAZZ (BLOCK)	2,101,992	09/30/97	09/30/2007
	JAZZ KIDS	AP# 74/522067	05/06/94	
	TICKETS (BLOCK)	AP# 75/000053	10/02/95	
	CHORUS LINE (BLOCK)	2,101,993	09/30/97	09/30/2007
	JAZZ SPORT (BLOCK)	2,101,991	09/30/97	09/30/2007
	JAZZ SPORT	2031387	01/21/97	01/21/2007
	JAZZ II	2029454	01/14/97	01/14/2007