

RECORD
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05-10-2000



To the Honorable Commissioner of Patents and

101351934

Original documents or copy thereof.

1 Name of conveying party(ies):

BLUE MAN PRODUCTIONS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation New York
 Other _____

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

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

Name: CITIBANK, N.A.

Internal Address: _____

Street Address: 153 East 53rd Street

City: New York State/Zip: NY 10043

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation: _____
 Other: National Association (Federally Chartered Bank)

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

3 Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 22, 2000

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

A. Trademark Application No.

75/821,055
75/821,074

Additional numbers attached? Yes No

B. Trademark registration Nos.

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

Name: Lile H. Deinard, Esq.

Internal Address: Greenberg Traurig

MetLife Building

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ **65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

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01 FC:481 40.00 OP
02 FC:482 25.00 OP

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

Lile H. Deinard, Esq. [Signature] 4/20/2000
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 4

OMB No 0651-0011

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Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PPD-1000, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK COLLATERAL ASSIGNMENT SCHEDULE

Trademarks Registrations in the
United States Patent and Trademark Office

<u>Mark</u>	<u>Application No.</u>	<u>Date of Filing</u>
1. BLUE MAN GROUP	75-821,055	October 12, 1999
2. BLUE MAN GROUP	75-821,074	October 12, 1999

NY:GREENBERG(DML3676837/vpt/D11/DOC/425/00

ASSIGNMENT FOR SECURITY IN U.S. TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BLUE MAN PRODUCTIONS, INC., a New York corporation ("Assignor"), with principal offices at 434 Lafayette Street, New York, New York 10003, hereby assigns and grants to CITBANK, N.A. ("Assignee"), with principal offices at 153 E. 53rd Street, New York, N.Y. 10043, as Secured Party pursuant to the General Security Agreement dated November 1, 1999 to which both Assignor and Assignee were parties, a security interest in all of Assignor's right, title and interest in and to the U.S. trademarks and trademark applications or registrations more particularly set forth on Schedule A hereto, together with the goodwill of the business symbolized by such trademarks, and all claims for damages for past infringement of such trademarks (collectively, the "Trademarks").

THIS ASSIGNMENT is made to secure the satisfactory performance of all of the obligations set forth in the Revolving Credit Agreement dated November 1, 1999 (the "Obligations") to which both Assignor and Assignee were parties. If Assignor shall satisfy all of the Obligations, then Assignee shall, upon such satisfaction, execute, acknowledge and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Collateral Assignment.

BLUE MAN PRODUCTIONS, INC.

By: 

Name: Matt Goldman

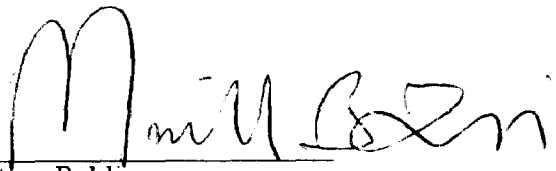
Title: President

Dated as of March 22 2000

ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 22nd day of March, 2000, before me personally appeared Matt Goldman to me known who, being by me duly sworn, did depose and say that he resides at 434 Lafayette Street, Apt. #2, New York, NY 10003, and that he is President of Blue Man Productions, Inc. described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority granted by Blue Man Products, Inc..



Notary Public

MICHAEL B. GILL
Notary Public in and for the State of New York
No. 31-4728846
Qualified in New York County
Commission Expires 12-21-00