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10-19-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101490912

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New		<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>		<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>		<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text"/>
<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other <input type="text"/>	

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date Month Day Year

Formerly 1417647

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/18/2000 610M11 00000066 501073 1412642

01 FC:481 43.00 00

02 FC:492 25.00 00

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002157 FRAME: 0258

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Tony D. Alexander
Name of Person Signing

Tony D. Alexander
Signature

9/18/2000
Date Signed

**SECURITY AGREEMENT FOR IRREVOCABLE EXCLUSIVE RIGHT
TO USE THE LEGENDS IN CONCERT TRADEMARK IN AN AREA
INCLUDING THE CITY OF MYRTLE BEACH SOUTH CAROLINA AND
150 MILES BEYOND THE CITY LIMITS OF MYRTLE BEACH**

The undersigned, **On Stage Entertainment, Inc.**, a Nevada Corporation licensed to do business in the State of South Carolina (hereinafter "Assignor") for value received, hereby grants unto **LIC Theatres, LLC**, its successors and/or assigns (hereinafter "Assignee") **A SECURITY INTEREST IN THE UNITED STATES LEGENDS IN CONCERT TRADEMARK, WITHIN A GEOGRAPHICAL AREA INCLUDING THE CITY OF MYRTLE BEACH, SOUTH CAROLINA AND ONE-HUNDRED AND FIFTY (150) MILES BEYOND THE CITY LIMITS OF MYRTLE BEACH, SOUTH CAROLINA, OWNED BY ASSIGNOR**, listed in Exhibit 1 attached hereto and incorporated herein by reference, and the goodwill of Assignors business connected with and symbolized by the above-mentioned trademarks. The indicated assets enumerated above are collectively called the "Collateral." This Security Agreement also applies to the proceeds of such Collateral, provided, however, that nothing herein contained shall relieve the Assignor from the performance of any covenant, agreement or obligation on the Assignors part to be performed under any license or franchise agreement presently in effect or hereinafter entered into by the Assignor licensing the use of the Collateral or any part thereof or from any liability to any licensee under any such license or franchise agreement where the party will impose any liability on Assignee for the acts or omissions of the Assignor in connection with any such license or licensee agreement. Provided further that this Agreement will not relate to or affect any of the Assignor's trademark applications based on intent to use the Marks until after such time as an amendment to allege use or statement of use is filed and accepted by the United States Patent and Trademark Office and the Marks are actually used in commerce.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE.

1. **AUTHORITY AND REQUEST:** Assignor authorizes and request that the Commissioner of Patents and Trademarks record this conditional assignment.

2. **INDEBTEDNESS SECURED:** This Agreement secures the Assignors obligations under (a) a certain Irrevocable License Agreement (the "License") dated the date hereof, as the same may be amended, modified or supplemented from time to time, executed by the Assignor ("Obligations"). The Assignor hereby represents and warrants that listed on Exhibit 2 attached hereto and incorporated herein by reference, is a complete and accurate list of the names and addresses of each party to whom any part of the Collateral has been licensed, the date of applicable license agreement with such party, the term thereof and the royalty or royalties paid or payable thereunder, **AND AGREES THAT IT WILL NOT GRANT ANY OTHER LICENSE FOR ANY OF THE COLLATERAL, THAT WOULD DIMINISH ASSIGNEES RIGHTS HEREIN, WITHOUT THE PRIOR WRITTEN CONSENT OF ASSIGNEE, WHICH WILL NOT BE UNREASONABLY WITHHELD.**

3. **REPRESENTATION AND WARRANTIES:** The Assignor hereby represents and warrants that, except for the security interest granted to Assignee hereby, the Assignor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counter claims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Assignee in writing there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; that the Assignor will defend its title to the Collateral against the claims of all persons whatsoever.

4. **USE AND OWNERSHIP PRIOR TO DEFAULT:** Unless and until an event of default shall occur and be continuing, **THE ASSIGNOR SHALL RETAIN THE LEGAL AND EQUITABLE TITLE TO THE COLLATERAL, AND SHALL HAVE THE RIGHT TO USE AND REGISTER THE COLLATERAL IN THE ORDINARY COURSE OF THE BUSINESS OF THE ASSIGNOR, AND SHALL BE PERMITTED TO SELL, ASSIGN, TRANSFER AND OTHERWISE ENCUMBER THE COLLATERAL TO THE EXTENT THAT ASSIGNEES SECURITY INTEREST IN THE UNITED STATES TRADEMARK, WITHIN A GEOGRAPHICAL AREA INCLUDING THE CITY OF MYRTLE BEACH, SOUTH CAROLINA AND ONE-HUNDRED AND FIFTY (150) MILES BEYOND THE CITY LIMITS OF MYRTLE BEACH, SOUTH CAROLINA IS FREE OF ENCUMBERANCES;** provided, however, that nothing herein contained shall prohibit Assignor from failing to renew or otherwise abandon any item included within the Collateral if, in Assignors good faith judgment the retention of such item is not material to the proper conduct of Assignors business, except that the Assignor shall not permit the expiration of registrations of trademarks in the United States Patent and Trademark Office, listed in Exhibit 1, without the prior written consent of Assignee, which consent shall not be unreasonably withheld. In the event Assignor does not receive authorization from Assignee at least one month before any action must be taken in order to register or maintain registration for the Mark, Assignee will be deemed to have acquiesced in and authorize Assignor to take appropriate action for the sole purpose of registering or maintaining registration of the Mark.

5. **REMEDIES ON DEFAULT:** Upon the occurrence of an Event of Default, Assignee shall be entitled to exercise, with respect to the Collateral, all of the rights and remedies available to a secured party upon the default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided by law.

(a) In the event of sale of the Collateral, or any part thereof, Assignee shall give the Assignor reasonable notice of the time and place of any public sale thereof or the time and place of any private sale or that of any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Assignee, postage prepaid, to the Assignor at such address as the Assignor may by notice have furnished Assignee in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.

(b) If the Assignor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Assignor shall be breached, Assignee may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Assignor hereunder the cost or expense incurred by Assignee in doing so, and any and all amounts expended by Assignee in taking any such action shall be repayable to it upon its demand to the Assignor thereof and shall bear interest at the same rate which would apply to such amounts advanced under a Credit Agreement, from and including the date advanced to the date of repayment.

(c) Assignor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the Purchaser, including, valid, recordable assignments of any, all, or portions of trademark registrations listed in Exhibit 1 hereof. In the event that Assignor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the Purchaser, Assignor does hereby irrevocably appoint Assignee, its Attorney-In-Fact to execute any or all of such documents on Assignors behalf.

6. **APPLICATION OF PROCEEDS:** all proceeds of Collateral shall be applied as follows:

- (a) To the payment of all expenses incurred by Assignee in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to Assignee in connection therewith, and to the repayment of all advances made by Assignee hereunder for the account of the Assignor and the payment of all costs and expenses paid or incurred by Assignee in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that any advances, costs and expenses shall not theretofore have been reimbursed to Assignee; and
- (b) to the payment in full of the obligations, any surplus to be paid to the Assignor, its successors or assigns, or as a court of competent jurisdiction may direct.

7. **PURCHASERS OF COLLATERAL:** Upon any sale of Collateral by Assignee hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise) the receipt of Assignee or the officer making the sale shall be a sufficient discharge to Purchaser or Purchasers of the Collateral so sold and such Purchaser or Purchasers shall not be obligated to see the application of any part of the purchase money paid over to Assignee or such officer or be answerable in any way for the misapplication or nonapplication thereof.

8. **INDEMNITY:** The Assignor agrees to indemnify and hold harmless the Assignee from and against any and all claims, demands, losses, judgments and liabilities (including liabilities with penalties) of whatsoever kind or nature, and to reimburse Assignee all costs and expenses including attorneys fees, going out of or resulting from this Agreement, or the exercise by Assignee of any right or remedy granted to it hereunder. In no event shall Assignee

be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

9. **FURTHER ASSURANCES**: The Assignor agrees that it will join with Assignee in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Assignee may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Assignees security interest in the Collateral, and hereby authorizes Assignee to file financing statements and amendments thereto relative to all or any part of the Collateral without the signature of the Assignor where permitted by law and agrees to do such further acts in things and execute and deliver to Assignee such additional conveyances, assignments, agreements and instruments as Assignee may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and to confirm unto Assignee its rights, powers and remedies hereunder.

10. **EVENTS OF DEFAULT**: The occurrence of any of the following shall constitute an Event of Default under this Assignment.

- (a) An Event of Default occurs under the License;
- (b) Assignor breaches any warranty agreement made by Assignor in this Agreement; or
- (c) Assignor breaches any of the terms or conditions of any of the obligations owed to Assignee.

11. **REMEDIES**: Upon the occurrence of an Event of Default, Assignee shall have the right (a) to exercise any rights and remedies Assignee may have under the License, other documents regarding any of the obligations or applicable law, and (b) to exercise all of the remedies of the secured party under the South Carolina Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral, and any tangible property in which Assignee has a security interest, and make it available to Assignee at a place designated by Assignee. Assignee shall be permitted to exercise its rights in the trademarks in a manner consistent with the License, to the extent reasonably necessary to permit Assignee to exercise its rights and remedies on the occurrence of an Event of Default. Assignor would pay any expenses (including attorneys fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation, any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

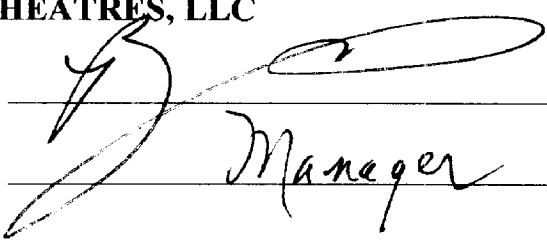
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 7th of September 2000.

ASSIGNOR: ON STAGE ENTERTAINMENT, INC.

By:  _____

Its: SECRETARY

ASSIGNEE: LIC THEATRES, LLC

By:  _____

Its: Manager

EXHIBIT 1
COLLATERAL

TRADEMARK

REGISTRATION NO.

- | | | |
|-----|---------------------------------------|---------|
| 1.) | LEGENDS IN CONCERT (WORD MARK) | 1412642 |
| 2.) | LEGENDS IN CONCERT (WORD/DESIGN MARK) | 2188847 |

EXHIBIT 2

LICENSEES OF COLLATERAL

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SECURITY AGREEMENT FOR IRREVOCABLE EXCLUSIVE RIGHT TO USE THE LEGENDS IN CONCERT TRADEMARK IN AN AREA INCLUDING THE CITY OF MYRTLE BEACH SOUTH CAROLINA AND 150 MILES BEYOND THE CITY LIMITS OF MYRTLE BEACH

The undersigned, **On Stage Entertainment, Inc.**, a Nevada Corporation licensed to do business in the State of South Carolina (hereinafter "Assignor") for value received, hereby grants unto **LIC Theatres, LLC**, its successors and/or assigns (hereinafter "Assignee") **A SECURITY INTEREST IN THE UNITED STATES LEGENDS IN CONCERT TRADEMARK, WITHIN A GEOGRAPHICAL AREA INCLUDING THE CITY OF MYRTLE BEACH, SOUTH CAROLINA AND ONE-HUNDRED AND FIFTY (150) MILES BEYOND THE CITY LIMITS OF MYRTLE BEACH, SOUTH CAROLINA, OWNED BY ASSIGNOR**, listed in Exhibit 1 attached hereto and incorporated herein by reference, and the goodwill of Assignors business connected with and symbolized by the above-mentioned trademarks. The indicated assets enumerated above are collectively called the "Collateral." This Security Agreement also applies to the proceeds of such Collateral, provided, however, that nothing herein contained shall relieve the Assignor from the performance of any covenant, agreement or obligation on the Assignors part to be performed under any license or franchise agreement presently in effect or hereinafter entered into by the Assignor licensing the use of the Collateral or any part thereof or from any liability to any licensee under any such license or franchise agreement where the party will impose any liability on Assignee for the acts or omissions of the Assignor in connection with any such license or licensee agreement. Provided further that this Agreement will not relate to or affect any of the Assignor's trademark applications based on intent to use the Marks until after such time as an amendment to allege use or statement of use is filed and accepted by the United States Patent and Trademark Office and the Marks are actually used in commerce.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE.

1. **AUTHORITY AND REQUEST:** Assignor authorizes and request that the Commissioner of Patents and Trademarks record this conditional assignment.

2. **INDEBTEDNESS SECURED:** This Agreement secures the Assignors obligations under (a) a certain Irrevocable License Agreement (the "License") dated the date hereof, as the same may be amended, modified or supplemented from time to time, executed by the Assignor ("Obligations"). The Assignor hereby represents and warrants that listed on Exhibit 2 attached hereto and incorporated herein by reference, is a complete and accurate list of the names and addresses of each party to whom any part of the Collateral has been licensed, the date of applicable license agreement with such party, the term thereof and the royalty or royalties paid or payable thereunder, **AND AGREES THAT IT WILL NOT GRANT ANY OTHER LICENSE FOR ANY OF THE COLLATERAL, THAT WOULD DIMINISH ASSIGNEES RIGHTS HEREIN, WITHOUT THE PRIOR WRITTEN CONSENT OF ASSIGNEE, WHICH WILL NOT BE UNREASONABLY WITHHELD.**

3. **REPRESENTATION AND WARRANTIES:** The Assignor hereby represents and warrants that, except for the security interest granted to Assignee hereby, the Assignor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counter claims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Assignee in writing there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; that the Assignor will defend its title to the Collateral against the claims of all persons whatsoever.

4. **USE AND OWNERSHIP PRIOR TO DEFAULT:** Unless and until an event of default shall occur and be continuing, **THE ASSIGNOR SHALL RETAIN THE LEGAL AND EQUITABLE TITLE TO THE COLLATERAL, AND SHALL HAVE THE RIGHT TO USE AND REGISTER THE COLLATERAL IN THE ORDINARY COURSE OF THE BUSINESS OF THE ASSIGNOR, AND SHALL BE PERMITTED TO SELL, ASSIGN, TRANSFER AND OTHERWISE ENCUMBER THE COLLATERAL TO THE EXTENT THAT ASSIGNEES SECURITY INTEREST IN THE UNITED STATES TRADEMARK, WITHIN A GEOGRAPHICAL AREA INCLUDING THE CITY OF MYRTLE BEACH, SOUTH CAROLINA AND ONE-HUNDRED AND FIFTY (150) MILES BEYOND THE CITY LIMITS OF MYRTLE BEACH, SOUTH CAROLINA IS FREE OF ENCUMBERANCES;** provided, however, that nothing herein contained shall prohibit Assignor from failing to renew or otherwise abandon any item included within the Collateral if, in Assignors good faith judgment the retention of such item is not material to the proper conduct of Assignors business, except that the Assignor shall not permit the expiration of registrations of trademarks in the United States Patent and Trademark Office, listed in Exhibit 1, without the prior written consent of Assignee, which consent shall not be unreasonably withheld. In the event Assignor does not receive authorization from Assignee at least one month before any action must be taken in order to register or maintain registration for the Mark, Assignee will be deemed to have acquiesced in and authorize Assignor to take appropriate action for the sole purpose of registering or maintaining registration of the Mark.

5. **REMEDIES ON DEFAULT:** Upon the occurrence of an Event of Default, Assignee shall be entitled to exercise, with respect to the Collateral, all of the rights and remedies available to a secured party upon the default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided by law.

(a) In the event of sale of the Collateral, or any part thereof, Assignee shall give the Assignor reasonable notice of the time and place of any public sale thereof or the time and place of any private sale or that of any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Assignee, postage prepaid, to the Assignor at such address as the Assignor may by notice have furnished Assignee in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.

(b) If the Assignor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Assignor shall be breached, Assignee may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Assignor hereunder the cost or expense incurred by Assignee in doing so, and any and all amounts expended by Assignee in taking any such action shall be repayable to it upon its demand to the Assignor thereof and shall bear interest at the same rate which would apply to such amounts advanced under a Credit Agreement, from and including the date advanced to the date of repayment.

(c) Assignor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the Purchaser, including, valid, recordable assignments of any, all, or portions of trademark registrations listed in Exhibit 1 hereof. In the event that Assignor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the Purchaser, Assignor does hereby irrevocably appoint Assignee, its Attorney-In-Fact to execute any or all of such documents on Assignors behalf.

6. **APPLICATION OF PROCEEDS:** all proceeds of Collateral shall be applied as follows:

- (a) To the payment of all expenses incurred by Assignee in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to Assignee in connection therewith, and to the repayment of all advances made by Assignee hereunder for the account of the Assignor and the payment of all costs and expenses paid or incurred by Assignee in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that any advances, costs and expenses shall not theretofore have been reimbursed to Assignee; and
- (b) to the payment in full of the obligations, any surplus to be paid to the Assignor, its successors or assigns, or as a court of competent jurisdiction may direct.

7. **PURCHASERS OF COLLATERAL:** Upon any sale of Collateral by Assignee hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise) the receipt of Assignee or the officer making the sale shall be a sufficient discharge to Purchaser or Purchasers of the Collateral so sold and such Purchaser or Purchasers shall not be obligated to see the application of any part of the purchase money paid over to Assignee or such officer or be answerable in any way for the misapplication or nonapplication thereof.

8. **INDEMNITY:** The Assignor agrees to indemnify and hold harmless the Assignee from and against any and all claims, demands, losses, judgments and liabilities (including liabilities with penalties) of whatsoever kind or nature, and to reimburse Assignee all costs and expenses including attorneys fees, going out of or resulting from this Agreement, or the exercise by Assignee of any right or remedy granted to it hereunder. In no event shall Assignee

be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

9. **FURTHER ASSURANCES**: The Assignor agrees that it will join with Assignee in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Assignee may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Assignee's security interest in the Collateral, and hereby authorizes Assignee to file financing statements and amendments thereto relative to all or any part of the Collateral without the signature of the Assignor where permitted by law and agrees to do such further acts in things and execute and deliver to Assignee such additional conveyances, assignments, agreements and instruments as Assignee may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and to confirm unto Assignee its rights, powers and remedies hereunder.

10. **EVENTS OF DEFAULT**: The occurrence of any of the following shall constitute an Event of Default under this Assignment.

- (a) An Event of Default occurs under the License;
- (b) Assignor breaches any warranty agreement made by Assignor in this Agreement; or
- (c) Assignor breaches any of the terms or conditions of any of the obligations owed to Assignee.

11. **REMEDIES**: Upon the occurrence of an Event of Default, Assignee shall have the right (a) to exercise any rights and remedies Assignee may have under the License, other documents regarding any of the obligations or applicable law, and (b) to exercise all of the remedies of the secured party under the South Carolina Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral, and any tangible property in which Assignee has a security interest, and make it available to Assignee at a place designated by Assignee. Assignee shall be permitted to exercise its rights in the trademarks in a manner consistent with the License, to the extent reasonably necessary to permit Assignee to exercise its rights and remedies on the occurrence of an Event of Default. Assignor would pay any expenses (including attorneys fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation, any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 7th of September 2000.

ASSIGNOR:

ON STAGE ENTERTAINMENT, INC.

By: _____



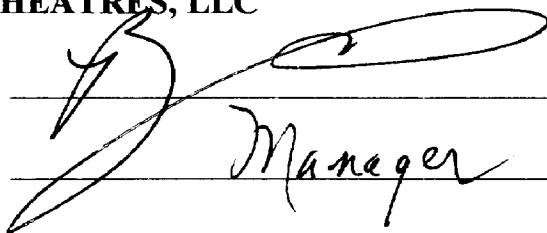
Its: _____

SECRETARY

ASSIGNEE:

LIC THEATRES, LLC

By: _____



Its: _____

Manager

EXHIBIT 1
COLLATERAL

TRADEMARK

REGISTRATION NO.

- | | | |
|-----|---------------------------------------|---------|
| 1.) | LEGENDS IN CONCERT (WORD MARK) | 1412642 |
| 2.) | LEGENDS IN CONCERT (WORD/DESIGN MARK) | 2188847 |

EXHIBIT 2

LICENSEES OF COLLATERAL

[INTENTIONALLY LEFT BLANK]