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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1-3-02

1. Name of conveying party(ies): Stagebill LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: FS Private Investments III LLC
Internal Address:
Street Address: 520 Madison Ave., 8th Fl.
City: New York State: NY Zip: 10022
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: December 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75-207,751 filed April 18, 1997
B. Trademark Registration No.(s) 1,616,690 Reg. October 9, 1990
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 12

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jennifer Stacchini
Internal Address: c/o Pavia & Harcourt
Street Address: 600 Madison Avenue
City: New York State: NY Zip: 10022

7. Total fee (37 CFR 3.41) \$ 315.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer Stacchini Name of Person Signing

Jennifer Stacchini Signature

January 2, 2002 Date

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

01/03/2002 DBYRNE 00000144 75207751 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 2415 FRAME: 0541

**STAGEBILL TRADEMARK SECURITY AGREEMENT**  
**ADDITIONAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

A. REGISTERED TRADEMARKS

Reg. No. 2,099,566, registered September 23, 1997  
Mark: KIDSBILL

Reg. No. 2,331,251, registered March 21, 2000

Mark: AVENUE

Reg. No. 1,510,923, registered November 1, 1998

Mark: AVENUE ARTS

Reg. No.: 1,198,358, registered June 15, 1982

Mark: AVENUE ARTS

Reg. No.: 2,297,128; registered November 30, 1999

Mark: ON THE AVENUE

Reg. No.: 2,468,600; registered July 10, 2001

Mark: SOCIAL DIARY

B. TRADEMARK APPLICATIONS

Application No. 78/061,097, filed April 30, 2001

Mark: AVENUEMAGAZINE.COM

Application No. 76/248,526, filed April 30, 2001

Mark: AVENUE INVITATIONS

Application No. 76/248,525, filed April 30, 2001

Mark: DOWNTOWN DIARY

Application No. 76/266,213, filed November 30, 1999

Mark: ON THE AVENUE

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2001, by Stagebill LLC (the "*Company*") in favor of FS Private Investments III LLC, ("*FS Private*"), as collateral agent for the Secured Parties (as defined in the Reimbursement Agreement referred to below) (in such capacity, the "*Collateral Agent*").

### WITNESSETH:

WHEREAS, the Company, the Secured Parties and FS Private, as collateral agent for the Secured Parties, have agreed to enter into that certain Reimbursement Agreement, dated as of December 31, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Reimbursement Agreement*") upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Company is a party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Company is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties and the Collateral Agent to enter into the Reimbursement Agreement, the Company hereby agrees with the Collateral Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Reimbursement Agreement or in the Security Agreement and used herein have the meaning given to them in the Reimbursement Agreement or the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. the Company, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Company, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Company (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by the Company against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STAGEBILL LLC

By:

Name:

Title:

*Paul Ryan*  
PRES / CEO

*GOBBY BYRNE*

ACCEPTED AND AGREED:

FS PRIVATE INVESTMENTS III LLC, as Collateral Agent

By:

Name:

Title:

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

STAGEBILL LLC

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

Name:

Title:

ACCEPTED AND AGREED:

FS PRIVATE INVESTMENTS III LLC, as Collateral Agent

By: Brian P. Friedman

Name: Brian P. Friedman

Title: Managing Member