

04-12-2002

ET

Docket No.:

Y

357160/015



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4-12-02

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Performing Arts Network LLC

4-12-02

- Individual(s)
- General Partnership
- Corporation-State
- Other California Limited Liability Company

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: Effective date April 5, 2002
Amended and Restated

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

Name: FS Private Investments III LLC

Internal Address: 520 Madison Avenue

Street Address: _____

City: New York State: NY ZIP: 10017

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,460,420

1,460,034

Additional numbers

Yes No

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

Name: Heather L. Danzig, Esq.

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

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:

19-4709

04/12/2002 BT011 00000160 194709 1460420
01 FC:481 40.00 CH
02 FC:482 25.00 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.

Heather L. Danzig

Name of Person Signing

Heather L. Danzig
Signature

April 10, 2002

Date

10

Total number of pages including cover sheet, attachments, and

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 5, 2002, by Stagebill LLC ("Stagebill"), Performing Arts Network LLC, a California limited liability company ("PAN"), and Avenue Magazine LLC, a Delaware limited liability Company ("Avenue"), 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, Stagebill, the Secured Parties and FS Private, as collateral agent for the Secured Parties, entered 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;

WHEREAS, Stagebill is a party to a Pledge and Security Agreement of even date therewith, as amended, in favor of the Collateral Agent (the "Security Agreement") pursuant to which it was required to execute and deliver a Trademark Security Agreement;

WHEREAS, the Reimbursement Agreement and the Security Agreement have been amended to explicitly provide that Avenue and PAN are parties thereto; and

WHEREAS, it is the intention of the parties hereto to amend and restate the Trademark Security Agreement to provide that Avenue and PAN are parties hereto.

NOW, THEREFORE, the Trademark Security Agreement is amended and restated 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.** Each of Stagebill, PAN and Avenue, 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 respective 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.

SECTION 4. **Assignments of Trademarks and Goodwill**. In addition to all other rights granted to the Collateral Agent and the Secured Parties under the Reimbursement Agreement, the Purchase Agreement (as such term is defined in the Reimbursement Agreement), the Notes (as such term is defined in the Reimbursement Agreement) and the Security Agreement, effective only upon an Event of Default (as such term is defined in the Reimbursement Agreement), each of Stagebill, PAN and Avenue hereby sells, assigns, transfers and sets over to the Collateral Agent, for the ratable benefit of the Secured Parties, for collateral purposes only, each of Stagebill, PAN and Avenue's entire right, title and interest in and to all Trademarks and Trademark Licenses, and the goodwill of each of Stagebill, PAN and Avenue's business connected with and symbolized by the Trademarks.

[Signature Page Follows]

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: [Signature]
Name:
Title:

PERFORMING ARTS NETWORK LLC
By Stagebill LLC its sole member

By: [Signature]
Name: Gerry Byrne
Title: President/CEO

AVENUE MAGAZINE LLC
By: Stagebill LLC its manager

By: [Signature]
Name: Gerry Byrne
Title: President/CEO

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:

PERFORMING ARTS NETWORK LLC, by
STAGEBILL LLC

By: _____
Name:
Title:

AVENUE MAGAZINE LLC, by
STAGEBILL LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED:

FS PRIVATE INVESTMENTS III LLC, as Collateral Agent

By: Brian P. Fredman
Name:
Title:

SCHEDULE I
To
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Reg. Number	Mark	Date of Reg.	Registrant
U.S. Reg. No. 1,616,690	STAGEBILL	October 9, 1990	Stagebill LLC
U.S. Reg. No. 2,099,566	KIDSBILL	September 23, 1997	Stagebill LLC
U.S. Reg. No. 2,364,864	JAZZBILL	July 4, 2000	Stagebill LLC
U.S. Reg. No. 2,331,251	AVENUE	March 21, 2000	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. Reg. No. 1,510,923	AVENUE ARTS	November 1, 1988	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. Reg. No. 1,198,358	AVENUE ARTS	June 15, 1982	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. Reg. No. 2,297,128	ON THE AVENUE	November 30, 1999	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. Reg. No. 2,468,600	SOCIAL DIARY	July 10, 2001	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. Reg. No. 1,149,329	GUIDE TO THE AVENUES	March 24, 1981	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. Reg. No. 1,460,420	PERFORMING ARTS NETWORK	October 6, 1987	Performing Arts Network LLC (by transfer from Performing Arts Network Inc.)
U.S. Reg. No. 1,460,034	PERFORMING ARTS (stylized)	October 6, 1987	Performing Arts Network LLC (by transfer from Performing Arts Network Inc.)

Reg. Number	Mark	Date of Reg.	Registrant
French Reg. No. 98745575	AVENUE EXPRESS	August 7, 1998	

B. TRADEMARK APPLICATIONS

App. Number	Mark	Date of Filing	Applicant
U.S. App. No. 78/061,097	AVENUEMAGAZINE.COM	April 30, 2001	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. App. No. 76/248,526	AVENUE INVITATIONS	April 30, 2001	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. App. No. 76/248,525	DOWNTOWN DIARY	April 30, 2001	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. App. No. 76/266,213	ON THE AVENUE	November 30, 1999	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. App. No. 75/620,365	AVENUE E & Design	January 12, 1999	Avenue Magazine LLC (by transfer from Avenue Magazine Inc.)
U.S. App. No. 78/081,227	STAGEBILL FAMILY	August 27, 2001	Stagebill LLC
Italian App. No. 9848611	AVENUE EXPRESS	September 30, 1998	

C. TRADEMARK LICENSES

SCHEDULE OF PERFORMING ARTS NETWORK MARKS

Number	Mark	Date of Reg.	Registrant
U.S. Reg. No. 1,460,420	PERFORMING ARTS NETWORK	October 6, 1987	Performing Arts Network LLC (by merger from Performing Arts Network Inc.)
U.S. Reg. No. 1,460,034	PERFORMING ARTS (stylized)	October 6, 1987	Performing Arts Network LLC (by merger from Performing Arts Network Inc.)