

5-21-03 TRADEMA



To the Honorable Commissioner of Patents and Trademarks

102456152

1. Name of conveying party(ies):

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

STAGEBILL LLC

Name: PLAYBILL INCORPORATED

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

Address: 37-15 61st Street
Woodside, New York 11377

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

Individual(s) citizenship
Association
General Partnership
Limited Partnership
X Corporation-State New York
Other

3. Nature of conveyance:

X Assignment Merger
Security Agreement Change of Name
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
Yes X No
(Designations must be a separate document from Assignment)
Additional name(s) & addresses attached?
Yes X No

Execution Date: June 5, 2002

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

A. Trademark Application No.(s)
78/081,227

B. Trademark Registration No.(s).
1616690, 2099566, 2364864

Additional Numbers attached? Yes X No

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

Name: Patrick Boisson
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017

6. Total number of applications and registration involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

X Enclosed
X Authorized to be charged to deposit account
(Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

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

05/22/2003 DBYRNE 00000021 78081227

D1 FC:8521 40.00 DP
D2 FC:8522 75.00 DP

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.

Patrick Boisson
Name of Person Signing

Signature

5/19/2003
Date

Total number of pages comprising cover sheet:

EXHIBIT AASSIGNMENT OF TRADEMARKS

WHEREAS, Stagebill LLC, a Delaware limited liability corporation, with a place of business at 823 United Nations Plaza, New York, New York 10017 (hereinafter referred to as "ASSIGNOR"), is the owner of the trademarks as set forth in the SCHEDULE OF TRADEMARKS annexed hereto and made a part hereof (hereinafter referred to as the "TRADEMARKS"); and

WHEREAS, Playbill Incorporated, a New York corporation, with a place of business at 525 Seventh Avenue, New York, New York 10018 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the portion of the business and the goodwill of the business associated with the TRADEMARKS;

NOW THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR hereby transfers and assigns to ASSIGNEE, effective August 31, 2002, the entire right, title and interest of ASSIGNOR in and to the TRADEMARKS together with the portion of the business and the goodwill of the business associated with the TRADEMARKS and the United States registrations and application therefor;

ASSIGNOR acknowledges that on and after August 31, 2002, ASSIGNEE shall be the exclusive owner of the TRADEMARKS set forth in the SCHEDULE OF TRADEMARKS, and all goodwill associated therewith;

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARKS and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument;

ASSIGNOR does also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns, effective August 31, 2002, all claims for damages by reason of past infringement of the TRADEMARKS, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives;

ASSIGNOR further agrees to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARKS herein assigned; and

ASSIGNOR also agrees to cooperate with ASSIGNEE in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the TRADEMARKS.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument on this 5th day of June, 2002.

Stagebill LLC

By: _____

Name: Gerry Byrne

Title: President

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 5th day of June, 2002, before me personally came Gerry Byrne to me known, who being by me duly sworn, did depose and say that he holds the office of President of Stagebill LLC, the assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said corporation.

Notary Public

MSB

SCHEDULE OF TRADEMARKS

Number	Mark	Date of Reg./App.
U.S. Reg. No. 1,616,690	STAGEBILL	October 9, 1990
U.S. Reg. No. 2,099,566	KIDSBILL	September 23, 1997
U.S. Reg. No. 2,364,864	JAZZBILL	July 4, 2000
U.S. App. No. 78/081,227	STAGEBILL FAMILY	August 27, 2001

ms