

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROADWAY DIGITAL ENTERTAINMENT, INC.		12/29/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	COLLEGIA CAPITAL, LLC		
Street Address:	549 W. Randolph Suite 300		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75864040	BROADWAY DIGITAL ENTERTAINMENT	
Registration Number:	2497049	BROADWAY DIGITAL ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(312)993-1533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-601-6967		
Email:	jennifer.scott@towersproductions.com		
Correspondent Name:	Jennifer Scott		
Address Line 1:	549 W. Randolph Suite 300		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	WILLIAM FISHER		
Signature:	/WILLIAM FISHER/		
Date:	10/15/2007		

OP \$65.00 75864040

Total Attachments: 4

source=BDE_COLLEGIA#page1.tif

source=BDE_COLLEGIA#page2.tif

source=BDE_COLLEGIA#page3.tif

source=BDE_COLLEGIA#page4.tif

Collegia | Capital, LLC

Suite 300
549 West Randolph Street
Chicago, Illinois 60661

Jonathan Towers
Member

William Fisher
Member

Via E-mail, Facsimile and Regular Mail

December 29, 2005

Broadway Digital Entertainment, Inc.
625 Sixth Avenue - Fourth Floor
New York, New York 10011

Attention: Mr. Basil Hero
President and CEO

Gentlemen:

The following shall confirm the agreement between you (hereinafter "BDE" or "You") and Collegia Capital, LLC, and any of its assigns or affiliates (collectively "Collegia"):

1. BDE hereby sells, transfers and sets over to Collegia all of BDE's rights, title and interest in and to the following:

(a) The entire contents of The Broadway Theater Archive (hereinafter "TBTA"), including but not limited to all agreements, amendments thereto, original execution copies of all agreements and amendments, letters of assignment, correspondence and all related elements and materials under BDE's custody and control as set forth in Schedule A, below, a Digibeta or Beta SP broadcast master for each program set forth in Schedule B, below, as well as the right to distribute, exhibit, license, sublicense, broadcast, exploit and transmit such programs in accordance with such agreements;

(b) The registered brands, logos and trademarks, Broadway Theatre Archive®, Broadway Tonight® and Broadway Digital Entertainment®;

(c) The following Websites and World Wide Web domains with URL addresses:

www.broadwayarchive.com
www.broadwaytonight.com
www.primetimespecials.com
www.broadwaydigitalentertainment.com

(d) Such rights as BDE may have under that certain agreement between it and

Educational Broadcasting Corporation (WNET) dated as of December 29, 1998, as amended August 1999, referred to in Para 2(c) below, including all titles and/or programs covered or referred to therein, as set forth in Exhibit B(1) attached hereto and made a part hereof

(collectively the "Materials").

2. BDE hereby assigns, exclusively and irrevocably, without restrictions, all of BDE's rights, title and interest in and to any revenues, fees, and/or royalties that may become payable to BDE as of the date hereof pursuant to the following:

(a) an agreement between BDE and Kultur International Films Ltd., Inc. dated as of November 26, 2001, as amended on March 11, 2002, September 10, 2002 and February 21, 2003 and a Joint Venture Agreement between BDE and Kultur International Films Ltd., Inc. dated February 21, 2003;

(b) an agreement between BDE and Image Entertainment Inc. dated as of January 29, 2001, as amended on September 26, 2001; January 24, 2004 (signed by BDE on February 26, 2003); and June 27, 2005;

(c) an agreement between BDE and Educational Broadcasting Corporation dated December 29, 1998, as amended August 1999;

(d) an agreement between BDE and Home Box Office, a division of Time Warner, L.P. dated as of March 18, 1999, as amended as of February 28, 2001

(collectively the "Payment Streams").

3. In consideration of the sale of Materials and the assignment of the Payment Streams, and for the representations and warranties made hereunder, Collegia shall pay BDE the aggregate consideration of US \$35,000.00 (Thirty Five Thousand Dollars) by wire transfer or certified check (the "Purchase") upon both the signing of this agreement by both parties and upon delivery of the Materials and consents as required herein (the "Closing"). Prior to the Closing, delivery of all of the Materials and consents shall be made to:

Collegia Capital, LLC
549 W. Randolph Street, Suite 300
Chicago, IL 60661
ATTN: Jonathan Towers

4. After the date of this agreement neither party shall have any further liability or obligation to the other except as follows:

(a) Collegia shall pay any royalties, residuals and profit or other revenue participations ("Liabilities") that may become due and payable after the Closing in connection

with those agreements specified in paragraph 2 above; and,

(b) Collegia shall have the right to adjust the price of the Purchase on a dollar for dollar basis in order to compensate it for any Liabilities that may be due as of the date of this agreement in order to pay such liabilities.

(c) BDE warrants and represents that: (i) it has the right to enter into this agreement and make the sale and assignments herein; (ii) it is not subject to any conflicting obligations or disability which will or might prevent or interfere with the execution and performance of this agreement by BDE; (iii) it has not undertaken nor will undertake any obligation to any person, firm or corporation which will or might conflict with, interfere with or derogate from the rights granted hereunder or the obligations incurred by BDE under this agreement; (iv) it has disclosed all information available to it insofar as assets owned or controlled by it; (v) there are no claims actual or threatened that relate to the unrestricted sale and assignment hereunder; (vi) it has complied or will comply with all laws applicable to the transfer and assignment hereunder; and (vii) no Liabilities are due and payable as of the date of this agreement.

(d) Collegia warrants and represents that: (i) it has the right to enter into this agreement; (ii) it is not subject to any conflicting obligations or disability which will or might prevent or interfere with the execution and performance of this agreement by Collegia; (iii) it has conducted and completed its due diligence based upon all disclosures made by BDE; and (iv) will pay any Liabilities that may become due and payable after the date of this agreement.

(e) Each party hereunder agrees to defend, indemnify and hold harmless the other and their respective licensees, successors and assigns, from and against any and all claims, liabilities, losses, judgments, damages, costs and expenses (including, without limitation, reasonable outside attorneys' and accountants' fees and costs and court costs, whether or not in connection with litigation) (collectively, "Claims") arising out of, resulting from, based upon, incurred because of or in connection with a breach of any of such other's representations, warranties or agreements contained in this agreement.

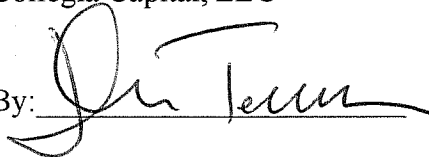
(f) From time to time, at Collegia's reasonable request and without further consideration, BDE shall execute and deliver such additional documents and take all such further lawful action as may be necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this agreement including if requested by Collegia ensuring the cooperation of Kultur International Films, Image Entertainment, Inc, Educational Broadcasting Corporation., Home Box Office, Community Television of Southern California, Almo, Inc., The Public Theater, Heritage Theater Ltd., Poseidon Film Distributors, and any other party noted in sub paragraphs 1 and 2, above. To effect the provisions of this subparagraph, Basil Hero shall personally use his best efforts to obtain and deliver such additional documents or materials and to sign such documents as a representative of BDE as may be required.

(g) Neither party shall disclose the existence nor terms of this agreement to any third

party, other than their respective financial and legal advisors, without the prior written consent of the other except as may be required by applicable law. The parties shall mutually agree to the timing and content of any announcements, press releases or public statements concerning this agreement.


Very truly yours,

Collegia Capital, LLC

By: 

Date: As of December 29, 2005

Broadway Digital Entertainment Inc.

By: 
Basil Hero, President and CEO

Date: 12/29/05