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#### TRADEMARK ASSIGNMEN

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Musical Rights, Inc.		01/23/2008	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, as Administrative Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association:		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2801660	
Registration Number:	2452275	
Registration Number:	2513619	RAGTIME

#### **CORRESPONDENCE DATA**

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0384
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
	TRADEMARK

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Date:	01/24/2008
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# TRADEMARK SECURITY AGREEMENT (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of January 23, 2008

WHEREAS, KEY BRAND ENTERTAINMENT INC. (the "Domestic Borrower"), TORONTO THEATRE LTD. (the "Canadian Borrower" and, together with the Domestic Borrower, the "Borrowers") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and together with the Borrowers, each a "Grantor" and collectively the "Grantors") now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated as of January 23, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Borrowers, the Guarantors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, National Association, a national banking association, as administrative agent (in such capacity, the "Administrative Agent") and issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrowers and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of Borrowers. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and the Canadian Security Agreement (as defined therein), each Grantor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of such Grantor including, without limitation, all right, title and interest of such Grantor in, to and under all of such Grantor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom,

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including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of its respective Obligations; and

WHEREAS, the Administrative Agent and the Grantors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security, in the case of the Borrowers, for their respective Obligations, and in the case of any other Grantor other than the Borrowers, for its obligations under and in connection with its guaranty of the Obligations a continuing security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in <u>Schedule B</u> annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Grantor agrees to deliver updated copies of <u>Schedule A</u> and <u>Schedule B</u> to the Administrative Agent at the end of any quarter in which such Grantor registers or otherwise adopts or acquires any Trademark not listed on <u>Schedule A</u> hereto or enter into any Trademark license not listed on <u>Schedule B</u> hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Grantor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this 1-NY/2270682.1

Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each Grantor agrees that (i) if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of such Grantor, the Administrative Agent or the Lenders or (ii) if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an actual or threatened unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Grantor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at such Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement and the Canadian Security Agreement. The Grantors do hereby acknowledge and affirm the representations, warranties and covenants of the Grantors in the Credit Agreement and the Canadian Security Agreement with respect to the Trademark Collateral. The Grantors and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement and the Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Lenders, in the Trademark Collateral with the USPTO or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall promptly execute and deliver to the Grantors, at the Grantors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof

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which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement or the Canadian Security Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) will provide notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

If any conflict or inconsistency exists between this Agreement, the Credit Agreement or the Canadian Security Agreement, as applicable, the Credit Agreement (or the Canadian Security Agreement, as applicable) shall govern.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and the year first written.

Grantors:

KEY BRAND ENTERTAINMENT INC.

By:

Name: John Gore Title: Chief Executive Officer

By: Name: John Gore

Title: Fresident

[Signature Page to Trademark Security Agreement]

EAGLE EYE ENTERTAINMENT INC. THEATRE MANAGEMENT GROUP - TORONTO, CORP. LIVE NATION THEATRICAL GROUP, INC. AMERICAN ARTISTS LIMITED, INC. BOSTON PLAYHOUSE REALTY, INC. BOYLSTON STREET THEATRE CORP. BROADWAY SERIES ASSOCIATES, INC. BROADWAY SERIES MANAGEMENT GROUP, INC. EAGLE EYE ENTERTAINMENT USA INC. ENTERTAINMENT PERFORMING ARTS, INC. LIVE NATION BROADWAY, INC. PTG-FLORIDA, INC. SFX THEATRICAL GROUP, INC. THEATRE MANAGEMENT GROUP, INC. THEATRE MANAGEMENT GROUP - CANADA, INC. LIVE NATION FAMILY HOLDINGS, INC. LIVE NATION FAMILY ENTERTAINMENT, INC. PERFORMING ARTS MANAGEMENT OF NORTH MIAMI, INC. SFX FAMILY ENTERTAINMENT OF NEW JERSEY, INC. SFX FAMILY ENTERTAINMENT OPERATIONS, TCN THEATER GROUP, INC. MUSICAL RIGHTS, INC By: Name: John Gore Title: President of each of the above-listed entities

JUJAMCYN PRÓDUCTIONS COMPANY, LLC

[Signature Page to Trademark Security Agreement]

By:

Name: John Gore Title: Director

#### THEATRE MANAGEMENT GROUP BOSTON, LLC TMG HIPPODROME, LLC

By: Theatre Management Group, Inc.
Sole Member of each of the above-listed entities

By:
Name: John Gore
Title: President

THEATRE MANAGEMENT GROUP - MARYLAND, L.L.C.
THEATRE MANAGEMENT GROUP - NEW YORK, L.L.C.

Title: Manager of each of the above-listed entities

THEATRICAL SERVICES, L.L.C.

By: SFX Theatrical Group, Inc., Operating Manager

By: Name: John Gore
Title: President

DIEGO TOURING, LLC DORA TOURING, LLC BACKYARDIGANS TOURING, LLC

By: Live Nation Family Entertainment, Inc.
Sole Member of each of the above-listed entities

By:
Name: John Gore
Title: President

[Signature Page to Trademark Security Agreement]

#### FOSSE NY LLC FOSSE TOURING LLC RAGTIME NY LLC

By: Musical Rights, Inc.
Sole Member of eachy of the above-listed entities

By: \_ Name: John Gore

Title: President

[Signature Page to Trademark Security Agreement]

#### ACKNOWLEDGMENT

STATE OF CALIFORNIA	)
	)
COUNTY OF LOS ANGELES	)

On January 14, 200 8, before me, lythia Bloome (here insert name and title of the officer)

a Notary Public, personally appeared JOHN GORE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

CYNTHIA BLOORE
Commission # 1691062
Notary Public - California
Los Angeles County
My Comm. Expires Sep 27, 2010

(SEAL)

#### LENDERS:

JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent and as Issuing Bank

Name: Title:

Kin W. Cheng Vice President

Address for Lender:

JPMorgan Chase Bank, N.A. 10 South Dearborn Street, 9th Floor Chicago, IL 60603-2003 Attn: Stephen C. Price

[Signature Page to Trademark Security Agreement]

# State of California County of LOS ANCECES On JANUARY 15, 2008 before me, JENY HUAMAN NOTARY PURCIC (insert name and title of the officer) personally appeared KIN WAH CHENG who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Seal)

## Schedule A to Trademark Security Agreement

#### $\underline{TRADEMARKS}$

Decondatas: Direkt	0	Country/	C*-1	Don No	Q 1 1-
Proprietary Right	Owner	State	Status	Reg. No.	Goods and Services
BROADWAY ACROSS AMERICA	SFX Theatrical Group, Inc.	USA	Registered	2701155	Entertainment services in the nature of presentation of theatrical, musical and performing arts productions
BROADWAY ACROSS AMERICA & DESIGN	SFX Theatrical Group, Inc.	USA	Pending	US Application No. 77180308	Entertainment services in the nature of presentation of theatrical, musical and performing arts productions
BROADWAY IN BIRMINGHAM	Pace Theatrical Group, Inc.	Alabama	Registered	108527	Producing and presenting plays and other theatrical productions at various Birmingham locations and theaters
BROADWAY IN ARIZONA	Pace Theatrical Group, Inc.	Arizona	Registered	45476	Producing and presenting plays and other theatrical productions at various Arizona locations and theaters.
UP CLOSE AT THE CENTER	SFX Theatrical Group, Inc.	California	Registered	57116	Entertainment services, namely, presenting a series of events featuring live speakers
BROADWAY IN CALGARY	Pace Theatrical Group, Inc.	Canada	Registered	595368	Producing and presenting plays and other theatrical productions at various Calgary locations and theaters
BROADWAY IN EDMONTON	Pace Theatrical Group, Inc.	Canada	Registered	593298	Producing and presenting plays and other theatrical productions at various Edmonton locations and theaters.
BROADWAY IN OTTAWA	Pace Theatrical Group, Inc.	Canada	Registered	593202	Producing and presenting plays and other theatrical productions at various Ottawa locations and theaters
BROADWAY IN VANCOUVER	Pace Theatrical Group, Inc.	Canada	Registered	593200	Producing and presenting plays and other theatrical productions at various Vancouver locations and theaters.
BROADWAY IN FT. LAUDERDALE	Pace Theatrical Group, Inc.	Florida	Registered	T01000001244	Producing and presenting plays and other theatrical productions at various Ft. Lauderdale locations and theaters.
BROADWAY IN JACKSONVILLE	PTG-Florida, Inc.	Florida	Registered	T03000000328	Producing and presenting plays and other theatrical productions at various Jacksonville locations and theaters

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Proprietary Right	Owner	State	Status	Reg. No.	Goods and Services
BROADWAY IN MIAMI BEACH	Pace Theatrical Group, Inc.	Florida	Registered	T0100001245	Producing and presenting plays and other theatrical productions at various Miami Beach locations and theaters.
BROADWAY IN ORLANDO	PTG-Florida, Inc.	Florida	Registered	T02000000230	Producing and presenting plays and other theatrical productions at various Orlando locations and theaters
BROADWAY IN PALM BEACH	Pace Theatrical Group, Inc.	Florida	Registered	T01000001246	Producing and presenting plays and other theatrical productions at various Palm Beach locations and theaters
BROADWAY IN TAMPA BAY	Pace Theatrical Group, Inc.	Florida	Registered	T02000000229	Producing and presenting plays and other theatrical productions at various Tampa locations and theaters
BROADWAY IN ATLANTA	Pace Theatrical Group, Inc.	Georgia	Registered	S19557	Entertainment services, namely, producing and presenting plays and other theatrical productions in Atlanta
BROADWAY IN INDIANAPOLIS	Pace Theatrical Group, Inc.	Indiana	Registered	20010507	Producing and presenting plays and other theatrical productions at various Indianapolis locations and theaters.
BROADWAY IN LOUISVILLE	Pace Theatrical Group, Inc.	Kentucky	Registered	14112	Producing and presenting plays and other theatrical productions at various Louisville locations and theaters.
BROADWAY IN NEW ORLEANS	Pace Theatrical Group, Inc.	Louisiana	Registered	572346	Producing and presenting plays and other theatrical productions at various New Orleans locations and theaters.
BROADWAY IN BALTIMORE	Pace Theatrical Group, Inc.	Maryland	Registered	20020064	Producing and presenting plays and other theatrical productions at various Baltimore locations and theaters
BROADWAY IN BOSTON	American Artists Ltd., Inc.	Massachus etts	Registered	54678	Producing and presenting plays and other theatrical productions.
BROADWAY IN MINNEAPOLIS	Pace Theatrical Group, Inc.	Minnesota	Registered	31956	Producing and presenting plays and other theatrical productions at various Minneapolis locations and theaters
BROADWAY IN OMAHA	Pace Theatrical Group, Inc.	Nebraska	Registered	1000319511	Education, providing of training, entertainment, sporting and cultural activities
BROADWAY IN NEW MEXICO	Pace Theatrical Group, Inc.	New Mexico	Registered	TK04070602	Entertainment services, namely, producing and presenting plays and other theatrical productions at various New Mexico locations and theatres

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Proprietary Right	Owner	Country/ State	Status	Reg. No.	Goods and Services
BROADWAY IN CINCINNATI	Pace Theatrical Group, Inc.	Ohìo	Registered	2.00124E+11	Producing and presenting plays and other theatrical productions at various Cincinnati locations and theaters.
BROADWAY IN COLUMBUS	Pace Theatrical Group, Inc.	Ohio	Registered	2.00124E+11	Producing and presenting plays and other theatrical productions at various Columbus locations and theaters.
BROADWAY IN AUSTIN	Pace Theatrical Group, Inc.	Texas	Registered	800041249	Producing and presenting plays and other theatrical productions at various Austin locations and theaters
BROADWAY IN HOUSTON	Pace Theatrical Group, Inc.	Texas	Registered	800039775	Entertainment
BROADWAY IN SAN ANTONIO	Pace Theatrical Group, Inc.	Texas	Registered	800047944	Entertainment
BROADWAY IN UTAH	Pace Theatrical Group, Inc.	Utah	Registered	5040476	Producing and presenting plays and other theatrical productions at various San Antonio locations and theaters
BROADWAY IN SEATTLE	Pace Theatrical Group, Inc.	Washington	Registered	30041	Producing and presenting plays and other theatrical productions at various Seattle locations and theaters
BROADWAY IN MADISON	Pace Theatrical Group, Inc.	Wisconsin	Registered	20035302506	Producing and presenting plays and other theatrical productions at various Madison locations and theaters
BROADWAY IN MILWAUKEE	Pace Theatrical Group, Inc.	Wisconsin	Registered	20025201154	Producing and presenting plays and other theatrical production at various Milwaukee locations and theaters
BROADWAY IN THE FOX CITIES	Pace Theatrical Group, Inc.	Wisconsin	Registered	20025201885	Producing and presenting plays and other theatrical productions at various Appleton, Wisconsin, locations and theaters
MISCELLANEOU S DESIGN (Statue of Liberty)	Musical Rights, Inc.	USA	Registered	2801660	Posters; Producing audio or video infomercials; advertising services related to the licensing of stage plays, musical shows, television programs, music, video and audio-visual products
MISCELLANEOU S DESIGN (torch and arm)	Musical Rights, Inc.	USA	Registered	2452275	
RAGTIME (Stylized)	Musical Rights, Inc.	USA	Registered	2513619	

Proprietary Right	Owner	Country/ State	Status	Reg. No.	Goods and Services
BROADWAY THEATRE LEAGUE OF BOSTON	American Artists Ltd., Inc.	Massachus etts	Registered	54677	Producing and presenting plays and other theatrical productions.

THE BEST OF BROADWAY	American Artists, Ltd., Inc.	Massachus etts	Registered	54896	Theatrical productions
THE BROADWAY SERIES	American Artists, Ltd., Inc.	Massachus etts	Registered	54803	Producing and presenting plays and other theatrical productions.
PANTAGES	Musical Rights, Inc.	Canada	Registered	412193	Men's and boys' clothing, namely, shirts, sweaters, t- shirts, pants, suits, jackets, wind resistant jackets, jogging suits, sweatshirts, sweatpants, tank tops and coats.
PANTAGES	Musical Rights, Inc.	Canada	Registered	420907	Clothing, namely sweatshirts and t-shirts; clothing, namely, jackets, hats, caps, polo shirts, bathrobes, printed goods, office and stationery supplies, namely calendars, agendas, photo albums, stickers, envelopes, greeting cards, note pads, writing paper, posters, post cards, guest books, memo pads, notebooks, crests, printed publications, namely, playbills, souvenir brochures and vouchers for performances; stickers, books, posters, brochures, photographs and slides; key chains, lapel pins, watches, ceramic ware, namely cups, mugs

Proprietary Right	Owner	Country/ State	Status	Reg. No.	Goods and Services
PANTAGES & Design	Musical Rights, Inc.	Canada	Registered	421335	Clothing, namely, sweatshirts and t-shirts; clothing, namely, jackets, hats, caps, polo shirts, bathrobes, printed goods, office and stationery supplies, namely, stickers, envelopes, greeting cards, notepads, writing paper, postcards, crests, transfers, pens, printed publications, namely playbills, souvenir brochures, vouchers for performances; publications, namely, books, posters, brochures, photographs and slides; souvenir items, namely, buttons, key chains, jewelry, namely, lapel pins, stick pins, ceramic ware, namely, cups and mugs
THE PANTAGES	Musical Rights, Inc.	Canada	Registered	346760	Management and operation of a theater
MISCELLANEOU S DESIGN (Statue of Liberty)	Musical Rights, Inc.	Canada	Registered	545891	
MISCELLANEOU S DESIGN (torchand arm)	Musical Rights, Inc.	Canada	Registered	489486	
RAGTIME DESIGN	Musical Rights, Inc.	Canada	Registered	TMA547593	T-shirts, sweatshirts, baseball caps, key rings and mugs.

### Schedule B to Trademark Security Agreement

#### TRADEMARK LICENSES

None.

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**RECORDED: 01/24/2008**