

**TRADEMARK ASSIGNMENT**

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
Paciolan, Inc.		03/31/2010	CORPORATION: DELAWARE
Comcast Spectacor Ventures, LLC		03/31/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Comcast ATW Note Holdings, Inc.
Street Address:	1201 North Market Street
Internal Address:	Suite 1000
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

Name:	Ed Snider
Street Address:	3601 South Broad Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19148
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2498694	E.VENUE
Registration Number:	2948486	PACIOLAN YOUR TICKETS, YOUR WAY.

**CORRESPONDENCE DATA**

Fax Number: (215)701-2171  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-665-2771

**900158724**

**TRADEMARK  
 REEL: 004179 FRAME: 0167**

**CH \$65.00 2498694**

Email: sschwartz@cozen.com  
Correspondent Name: Scott Bradley Schwartz  
Address Line 1: 1900 Market Street  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	154239
NAME OF SUBMITTER:	Scott Bradley Schwartz
Signature:	/Scott B Schwartz/
Date:	04/02/2010

Total Attachments: 4  
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**TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement, dated as of March 31, 2010 by Comcast Spectacor Ventures, LLC and Paciolan, Inc. (collectively, "Grantors") in favor of Comcast A/TW Note Holdings, Inc. and Edward M. Snider in their capacities as secured parties pursuant to the Credit Agreement (individually, "Secured Party," and collectively, the "Secured Parties").

**W I T N E S S E T H:**


WHEREAS, Paciolan, Inc. party to a Security Agreement of March 5, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Parties pursuant to which Paciolan, Inc. is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties, for the benefit of the holders of the Obligations, to enter into the Credit Agreement, the Grantors hereby agree with the Secured Parties as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Secured Parties for the benefit of the holders of the Obligations a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Applicable Collateral"):

(a) Trademarks of such Grantor listed in this Paragraph, namely

Mark	Registration No.	Registration Date	Owner of Record
 PACIOLAN YOUR TICKETS, YOUR WAY.	2948486	5/10/05	Paciolan Systems, Inc.
E.VENUE	2498694	10/16/01	Paciolan Systems, Inc.

(b) All goodwill associated with such Trademarks.

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 Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the

Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the disposition thereof), the Secured Parties shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor 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,

**COMCAST SPECTACOR VENTURES, LLC**

By: J. R. Halbert  
Name: Jay R Halbert  
Title: Vice President

**PACIOLAN, INC.**

By: J. R. Halbert  
Name: Jay R Halbert  
Title: Vice President

Accepted and Agreed:

**COMCAST A/FW NOTE HOLDINGS, INC.**

as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EDWARD M. SNIDER**

as Secured Party

By: B. J. Miller  
Attorney In Fact for  
Edward Snider, Principal

IN WITNESS WHEREOF, each Grantor 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,

**COMCAST SPECTACOR VENTURES, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PACIOLAN, INC.**

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

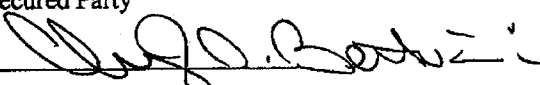
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Agreed:

**COMCAST A/TW NOTE HOLDINGS, INC.**

as Secured Party

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

Name: Cheryl D. Bertuccini

Title: Vice President

**EDWARD M. SNIDER**

as Secured Party

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