

**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
Blue Man Productions, LLC		04/26/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Matt Goldman
Street Address:	434 Lafayette Street
Internal Address:	Apartment #G2
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	INDIVIDUAL:

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3519344	BLUE MAN CREATIVITY CENTER
Registration Number:	2680625	BLUE MAN GROUP
Registration Number:	2677610	BLUE MAN GROUP
Registration Number:	2677611	BLUE MAN GROUP
Registration Number:	3394341	BLUE MAN GROUP
Registration Number:	2450660	BLUE MAN GROUP
Registration Number:	3597340	BLUE MAN GROUP
Registration Number:	3030215	BLUE MAN GROUP
Registration Number:	2741259	BLUE MAN GROUP
Registration Number:	2617550	BLUE MAN GROUP
Registration Number:	2438222	BLUE MAN GROUP
Registration Number:	3430588	BLUEPHORIA
Registration Number:	3184372	

CH \$415.00 3519344

Serial Number:	77714052	MIND BLAST
Serial Number:	77517772	THE BLUE SCHOOL
Serial Number:	77517775	THE EXPLODING MIND

**CORRESPONDENCE DATA**

Fax Number: (212)492-0562  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2123733562  
Email: menakaplan@paulweiss.com, hranucci@paulweiss.com  
Correspondent Name: Menachem Kaplan  
Address Line 1: 1285 Avenue of the Americas  
Address Line 2: c/o Paul, Weiss  
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	14093-001
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	05/12/2010

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 26, 2010, is made by Blue Man Productions, LLC ("Grantor"), in favor of Matt Goldman, an individual ("Lender").

### WITNESSETH:

WHEREAS, pursuant to the Secured Promissory Note, dated as of April 26, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), between Blue Man Group Holdings, LLC (the "Borrower") and Lender, Lender has agreed to make a loan to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Intellectual Property Security Agreement, dated as of April 26, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor and Borrower, in favor of Lender, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Note and to make the loan thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Intellectual Property Collateral of Grantor (the "Trademark Collateral"): all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet Domain Names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and all registrations and applications for any of the foregoing including, without limitation: (i) the registrations and applications referred to in Schedule I (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, and (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; except for pending "intent-to-use" applications filed pursuant to Section 1(b) of the Lanham Act, unless and until an amendment to allege use or a statement of use under Sections 1(c) and 1(d) of Lanham Act has been filed and solely to extent that any assignment of any such "intent-to-use" application prior to such filing would invalidate such application and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 3.      Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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. In the event of a conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall govern.

Section 4.      Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, and each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 5.      Termination. This Trademark Security Agreement will terminate upon termination of the Security Agreement.

Section 6.      Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

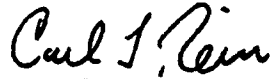
Blue Man Productions, LLC  
as Grantor

By: Blue Man Group Holdings, LLC, its Sole  
Member

By:   
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

MATT GOLDMAN



By: Carl L. Reisner, as Attorney  
in Fact for Matt Goldman

*[Signature page Trademark Security Agreement]*

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
BLUE MAN CREATIVITY CENTER	U.S. Federal	77322876 Nov. 6, 2007	3519344 Oct. 21, 2008	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	76385636 Mar. 21, 2002	2680625 Jan. 28, 2003	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	76385635 Mar. 21, 2002	2677610 Jan. 21, 2003	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	76385637 Mar. 21, 2002	2677611 Jan. 21, 2003	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	77176871 May 9, 2007	3394341 Mar. 11, 2008	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	75821055 Oct. 12, 1999	2450660 May 15, 2001	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	77388103 Feb. 4, 2008	3597340 Mar. 31, 2009	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	78311760 Oct. 9, 2003	3030215 Dec. 13, 2005	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	76385638 Mar. 21, 2002	2741259 Jul. 29, 2003	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	76257345 May 15, 2001	2617550 Sep. 10, 2002	Blue Man Productions, LLC
BLUE MAN GROUP	U.S. Federal	75821074 Oct. 12, 1999	2438222 Mar. 27, 2001	Blue Man Productions, LLC
BLUEPHORIA	U.S. Federal	77276349 Sep. 11, 2007	3430588 May 20, 2008	Blue Man Productions, LLC
Mandalla Logo	U.S. Federal	78311997 Oct. 10, 2003	3184372 Dec. 12, 2006	Blue Man Productions, LLC
MIND BLAST	U.S. Federal	77714052 Apr. 15, 2009		Blue Man Productions, LLC

<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
THE BLUE SCHOOL	U.S. Federal	77517772 Jul. 9, 2008		Blue Man Productions, LLC
THE EXPLODING MIND	U.S. Federal	77517775 Jul. 9, 2008		Blue Man Productions, LLC