

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest-first lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Theatre Direct NY, Inc.		12/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent and issuing bank
Street Address:	1999 Avenue of the Stars, 27th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: United States: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3289245	THEATRE.COM
Registration Number:	3289244	THEATRE.COM
Registration Number:	2852108	BROADWAY.COM
Registration Number:	3035051	BROADWAY CLASSROOM
Registration Number:	3035053	TDI THEATRE DIRECT INT'L BROADWAY CLASSROOM
Registration Number:	2101426	TDI THEATRE DIRECT INT'L
Registration Number:	1670469	TDI THEATRE DIRECT INC.
Serial Number:	77936605	BROADWAY'S BOX OFFICE

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, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU

900178905

TRADEMARK
REEL: 004434 FRAME: 0541

CH \$215.00 3289245

Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0384
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	12/15/2010

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of December 15, 2010

WHEREAS, Theatre Direct NY, Inc. (the "Pledgor") 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 (i) Key Brand Entertainment Inc., a Delaware corporation (the "Domestic Borrower"), (ii) Eagle Eye Entertainment Inc., an Ontario corporation (the "Canadian Borrower") as successor by amalgamation to Toronto Theater Ltd., an Ontario corporation (the "Prior Canadian Borrower") as amalgamated with and into the Canadian Borrower upon the consummation of the Canadian Borrower Amalgamation) (the "Canadian Borrower", and together with the Domestic Borrower, each individually a "Borrower" and collectively, the "Borrowers"), (iii) the Guarantors referred to therein, (iv) the Lenders referred to therein and (v) JPMorgan Chase Bank, N.A., 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), the Pledgor 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 the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor'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 the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, 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 the Obligations; and

WHEREAS, the Administrative Agent and the Pledgor 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 Pledgor does 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 Pledgor 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 Pledgor's 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 Pledgor:

(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 Schedule B 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 Pledgor 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.

The Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, 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 Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgor 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 the Pledgor, 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 the Pledgor (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 the Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor 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 the Pledgor'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 Pledgor does hereby acknowledge and affirm the representations, warranties and covenants of the Pledgor in the Credit Agreement and the Canadian Security Agreement with respect to the Trademark Collateral. The Pledgor 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 Pledgor 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 Pledgor, at the Pledgor's 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 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 Pledgor 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]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGOR:

THEATRE DIRECT NY, INC.

By 
Name: _____
Title: _____ *etc*

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On DEC 13, 2010, before me, JULIA DAVIS, Notary Public,
personally appeared JOHN GORE, personally known to me or
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.

WITNESS my hand and official seal.

JULIA A. DAVIS
Notary Public, State of New York
No. 01DA6228591
Qualified in New York County
Commission Expires Sept. 20, 2014



SIGNATURE OF NOTARY

[SEAL

ACCEPTED:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By 
Name: _____
Title: **Kin W. Cheng**
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

on 12/14/2010 before me, Frances M. MacDonald, Notary Public
Here Insert Name and Title of the Officer.

personally appeared Ken Wah Cheng
Name(s) of Signer(s)



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: Frances M. MacDonald
Signature of Notary Public.

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

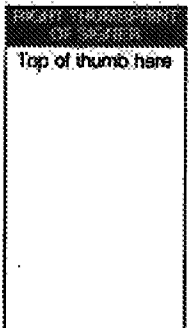
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

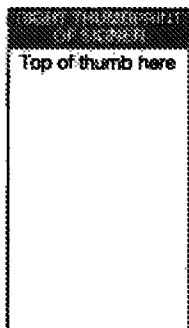
Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____


- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____




Signer Is Representing: _____


Schedule A
to Trademark Security Agreement

TRADEMARKS

Mark	Owner	Appl./Reg. No.	Appl./Reg. Date	Goods/Services	Status/Comments
	Theatre Direct International d/b/a Theatre Direct NY, Inc.	Reg. No. 3289245	Reg. Date 9/4/2007	Computerized on-line ordering services in the field of live theater ticketing, via an interactive global computer network, in Class 35. Providing information in the field of entertainment via a global computer network, in Class 41. Computerized online search service in the field of entertainment, in Class 42.	Registered (Supplemental) Declaration of Use is due 9/4/2013.
THEATRE.COM	Theatre Direct International d/b/a Theatre Direct NY, Inc.	Reg. No. 3289244	Reg. Date 9/4/2007	Computerized on-line ordering services in the field of live theater ticketing, via an interactive global computer network, in Class 35. Providing information in the field of entertainment via a global computer network, in Class 41. Computerized online search service in the field of entertainment, in Class 42.	Registered (Supplemental) Declaration of Use is due 9/4/2013.

Mark	Owner	Appl./Reg. No.	Appl./Reg. Date	Goods/Services	Status/Comments
	Theatre Direct NY, Inc. d/b/a Broadway.com	Reg. No. 2852108	Reg. Date 6/8/2004	Audio visual and multimedia interactive programming for entertainment, featuring video and audio presentations displaying, discussing, and providing access to theater reviews, interviews with theater personalities, theater premiere and theater news coverage, theater music, distributed over computer network systems, wide area networks, and interactive global computer networks; computer services, namely, providing entertainment information by means of an interactive global computer network, in Class 41. Computer services, namely providing search engines for obtaining data on a global computer network in the field of theater, in Class 42.	Registered (Supplemental) A Renewal Application is due 6/8/2014.
BROADWAY CLASSROOM	Theater Direct NY, Inc.	Reg. No. 3035051	Reg. Date 12/27/2005	Printed matter, namely, course materials for classes, workshops and seminars relating to Broadway theater, in Class 16. Educational services, namely, conducting classes, workshops and seminars relating to Broadway theater, in Class 41.	Registered Declaration of Use is due 12/27/2011.

Mark	Owner	Appl./Reg. No.	Appl./Reg. Date	Goods/Services	Status/Comments
BROADWAY'S BOX OFFICE	Theatre Direct NY, Inc. d/b/a Broadway.com	Appl. No. 77936605	Appl. Date 2/16/2010	Computerized on-line ordering services in the field of theatre tickets, via an interactive global computer network, in Class 35. Providing information in the field of entertainment via a global computer network; audio visual and multimedia interactive programming for entertainment, featuring video and audio presentations displaying, discussing, and providing access to theater reviews, interviews with theater personalities, theater premiere and theater news coverage, theater music, distributed over computer network systems, wide area networks, and interactive global computer networks, in Class 41. Computerized online search services in the field of entertainment, in Class 42.	Pending An Office Action issued on 5/21/2010. A Response should have been filed 11/21/2010. No Response was filed; however the mark is still active in the records of the USPTO.
	Theater Direct NY, Inc.	Reg. No. 3035053	Reg. Date 12/27/2005	Printed matter, namely, course materials for classes, workshops and seminars relating to Broadway theater, in Class 16. Educational services, namely, conducting classes, workshops and seminars relating to Broadway theater, in Class 41.	Registered Declaration of Use is due 12/27/2011.
	Theatre Direct NY, Inc. d/b/a Theatre Direct, Inc. and d/b/a Theatre Direct Int'l	Reg. No. 2101426	Reg. Date 9/30/1997	Theater ticket agency services, in Class 35.	Cancelled on 7/4/2008 for failure to file a Section 8.

Mark	Owner	Appl./Reg. No.	Appl./Reg. Date	Goods/Services	Status/Comments
	Theatre Direct NY, Inc. d/b/a Theatre Direct, Inc.	Reg. No. 1670469	Reg. Date 12/31/1991	Theater ticket agency services, in Class 35.	Cancelled on 7/4/2008 for failure to file a Section 8.

COMMON LAW TRADEMARKS

BROADWAY.COM
 BROADWAY CLASSROOM
 THEATRE.COM
 TDI THEATRE DISTRICT INT'L BROADWAY CLASSROOM

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None.