

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Hollywood Media Corp.
Street Address:	560 Broadway, Suite 404
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	CORPORATION: FLORIDA

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

900178932

**TRADEMARK
 REEL: 004434 FRAME: 0789**

CH \$215.00 3289245

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: 12/16/2010

Total Attachments: 12
source=hollywood#page1.tif
source=hollywood#page2.tif
source=hollywood#page3.tif
source=hollywood#page4.tif
source=hollywood#page5.tif
source=hollywood#page6.tif
source=hollywood#page7.tif
source=hollywood#page8.tif
source=hollywood#page9.tif
source=hollywood#page10.tif
source=hollywood#page11.tif
source=hollywood#page12.tif

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 Second Lien Credit, Security and Pledge Agreement, dated as of December 15, 2010 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among Key Brand Entertainment Inc. (the “Borrower”), the Pledgor as “the Company” and Hollywood Media Corp., as the Lender (the “Lender”), the Lender has agreed to make loans to the Borrower. 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, the Pledgor has granted to the Lender a second priority 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 Lender 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 Lender, as security for its obligations as “the Company” under the Credit Agreement, a continuing second

priority 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 Lender 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 Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, 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 Lender 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 subject to the terms of the Intercreditor Agreement, (i) if any Person shall do or perform any act(s) which the Lender believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgor or the Lender (ii) if any Person shall do or perform any acts which the Lender 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 Lender may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lender 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 Lender 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 Lender hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and the Pledgor agrees to assist the Lender with any

steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at the Pledgor's sole expense, except if the infringement or act is a continuation of an infringement or act occurring prior to the Closing Date, then the Lender shall bear the expense of any suits, proceedings, or actions instituted by the Lender.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. The Pledgor does hereby acknowledge and affirm the representations, warranties and covenants of the Pledgor in the Credit Agreement with respect to the Trademark Collateral. The Pledgor and the Lender do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the Intercreditor Agreement.

This Trademark Security Agreement is executed and delivered by the Pledgor for the purpose of registering the security interest of the Lender 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 Lender 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 Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Lender 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, as applicable, the Credit Agreement shall govern. This Agreement is subject to the terms and provisions of the Intercreditor Agreement in all respects.

[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: _____ 

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.



SIGNATURE OF NOTARY

JULIA A. DAVIS
Notary Public, State of New York
No. 01DA6228691
Qualified in New York County
Commission Expires Sept. 20, 2014

[SEAL]

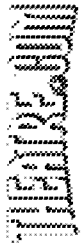

ACCEPTED:

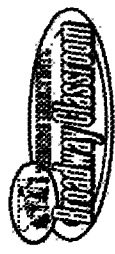
HOLLYWOOD MEDIA CORP.,
as Lender



By 
Name: Mitchell Rubenstein
Title: Chairman & CEO

Schedule A
to Trademark Security Agreement

FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS

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.
	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.

Mark	Owner	App./Reg. No.	App./Reg. Date	Goods/Services	Status/Comments
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.
BROADWAY'S BOX OFFICE	Theatre Direct NY, Inc. d/b/a Broadway.com	App. No. 77936605	App. 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.

Mark	Owner	Appl./Reg. No.	Appl./Reg. Date	Goods/Services	Status/Comments
	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.
	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**