

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 Group Productions, LLC		11/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
Internal Address:	41st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85534848	GLOBAL FLAME OF CREATIVITY
Serial Number:	85599684	THE EXPLODING MIND
Serial Number:	85393181	EMOTIBOTZ
Registration Number:	3030215	BLUE MAN GROUP
Registration Number:	3184372	
Serial Number:	77714052	MIND BLAST
Registration Number:	3597340	BLUE MAN GROUP
Registration Number:	3430588	BLUEPHORIA
Registration Number:	3394341	BLUE MAN GROUP
Registration Number:	2741259	BLUE MAN GROUP
Registration Number:	2617550	BLUE MAN GROUP
Registration Number:	2677611	BLUE MAN GROUP
Registration Number:	2680625	BLUE MAN GROUP

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Registration Number:	2677610	BLUE MAN GROUP
Registration Number:	2450660	BLUE MAN GROUP
Registration Number:	2438222	BLUE MAN GROUP

CORRESPONDENCE DATA

Fax Number: 2125453309
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.592.1576
 Email: rbroder@herrick.com
 Correspondent Name: Robert S. Broder
 Address Line 1: 2 Park Avenue
 Address Line 2: Herrick, Feinstein LLP
 Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	10818-0102
NAME OF SUBMITTER:	Robert S. Broder
Signature:	/rsb/
Date:	12/06/2012

Total Attachments: 7
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Trademark Security Agreement

Trademark Security Agreement, dated as of November 30, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), by BLUE MAN PRODUCTIONS, LLC, a Delaware limited liability company (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgor is party to a Pledge and Security Agreement, dated as of the date hereof, made by the Pledgor and the other Pledgors party thereto in favor of the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Pledgor is entering into this Trademark Security Agreement in conjunction with the grant of its security interest under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants contained herein, and to induce the Secured Party to enter into the Security Agreement, the parties hereto agree 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. The following terms shall have the following meanings:

"Goodwill" shall mean, collectively, with respect to the Pledgor, the goodwill connected with the Pledgor's business including all goodwill connected with (i) the use of and symbolized by any Trademark with respect to any Trademark in which the Pledgor has any conveyable interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of the Pledgor's business.

"Proceeds" shall have the meaning assigned to such term in the UCC.

"Trademark Security Agreement" shall have the meaning assigned to such term in the Preamble hereof.

"Trademarks" shall mean, collectively, with respect to the Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with all Goodwill associated therewith and any and all (i) renewals thereof and corrections to registration certificates, (ii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or

future infringements thereof, and (iii) rights to sue for past, present and future infringements of any of the foregoing.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Secured Party’s security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges, assigns and grants to the Secured Party, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now owned or existing or hereafter acquired or arising from time to time (collectively, the “Pledged Trademark Collateral”):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Pledged 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 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. When all the Secured Obligations (other than any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time but as of such time are not yet due and payable and for which no claims have been made) have been indefeasibly paid and performed in full or fully cash collateralized and the Commitment shall have expired or been terminated, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement, the Pledged Trademark Collateral shall be released from the Lien of the Security Agreement and this Trademark Security Agreement. Upon such release or any release of Pledged Trademark Collateral or any part thereof in accordance with the provisions of the Credit Agreement, the Secured Party shall, upon the request and at the sole cost and expense of the Pledgor, assign, transfer and deliver to the Pledgor, against receipt and without recourse to or warranty by the Secured Party, such of the Pledged Trademark Collateral or any part thereof to be released (in the case of a release) as may be in possession of the Secured Party and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Pledged Trademark Collateral, proper documents and instruments (including UCC termination financing statements or releases) acknowledging the termination hereof or the release of such Pledged Trademark Collateral, as the case may be.

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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile, telefax or other electronic communication (including e-mail) shall be effective as delivery of a manually executed counterpart of this Trademark 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, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[signature page follows]

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

PLEDGOR:

BLUE MAN PRODUCTIONS, LLC

By: Blue Man Group Holdings, LLC, its sole member

By: 
Name: Philip Stanton
Title: Co-Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004913 FRAME: 0891

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Secured Party

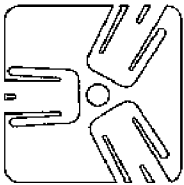
By: Jalima McNally
Name: Jalima McNally
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

See Attached

Blue Man Productions, LLC
United States Trademark Summary

Mark	Reg/SN:	IC:
GLOBAL FLAME OF CREATIVITY	85534848	9, 16 & 41
THE EXPLODING MIND	85599684	9, 16, & 38
EMOTIBOTZ	85393181	9 & 41
BLUE MAN GROUP	3030215	6, 9, 16, 20, 25 & 28
	3184372	41
(Design Only) Mandalla Logo		
MIND BLAST	77714052	9, 16, 38 & 41
BLUE MAN GROUP	3597340	6, 9, 12, 15, 16, 18, 21, 22, 25 & 28
BLUEPHORIA	3430588	41
BLUE MAN GROUP	3394341	3, 16, 18, 20, 25 & 26
BLUE MAN GROUP	2741259	9
BLUE MAN GROUP	2617550	9
BLUE MAN GROUP	2677611	25
BLUE MAN GROUP	2680625	14
BLUE MAN GROUP	2677610	21
BLUE MAN GROUP	2450660	41
BLUE MAN GROUP	2438222	9, 16 & 25