

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THEATRE DIRECT NY, INC.		12/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Terido LLP		
Street Address:	20 Old Bailey		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7AN		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3035051	BROADWAY CLASSROOM	
Registration Number:	2852108	BROADWAY.COM	
Registration Number:	3289244	THEATRE.COM	
Registration Number:	3289245	THEATRE.COM	
Serial Number:	85584815	BROADWAY.COM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	emendes@paulweiss.com, mmakover@paulweiss.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20096-5		
DOMESTIC REPRESENTATIVE			

900242941

TRADEMARK
 REEL: 004934 FRAME: 0187

CH \$140.00 3035051

Name: Loeb & Loeb LLP
Address Line 1: 345 Park Avenue
Address Line 4: New York, NEW YORK 10154

NAME OF SUBMITTER:	Matthew S. Makover
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Signature:	/Matthew S. Makover/
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Date:	01/02/2013
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of December 31, 2012

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 December 31, 2012 (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 Guarantors referred to therein (the "Guarantors"), the Lenders referred to therein (the "Lenders") and Terido LLP as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have 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 Administrative Agent (for the benefit of itself 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, 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 and the Lenders), as security, in the case of the Borrower, for the Obligations, and in the case of any other Pledgor other than the Borrower, 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, 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use application for a Trademark to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under United States federal law.

The Pledgor agrees to deliver an updated copy of Schedule A 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 and to notify the Administrative Agent at the end of any quarter if the Pledgor enters into a new Trademark license, 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 reasonably necessary, 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 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.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) 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 Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself 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, 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 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 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.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, 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 or the Credit Agreement, the Credit Agreement 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:

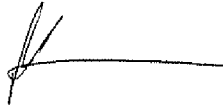
THEATRE DIRECT NY, INC.

By P. Dietz
Name: Paul Dietz
Title: Vice President

ACCEPTED:

TERIDO LLP,
as Administrative Agent

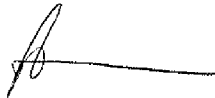
By: Terido DM1



By:

Name: PAUL LATHAM
Title: DIRECTOR

By: Terido DM2



By:

Name: PAUL LATHAM
Title: DIRECTOR

STATE OF New York)
COUNTY OF New York) SS.

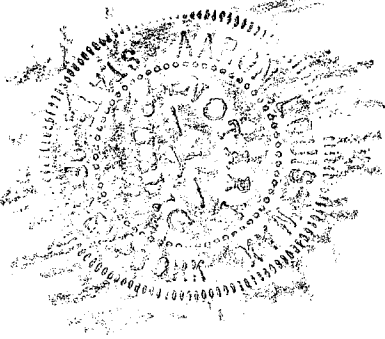
On Dec 29, 2012, before me, Aaron L Wax, Notary Public, personally appeared Paul Dietz, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY

[SEAL]


AARON LOUIS WAX
Notary Public, State of New York
No. 02WA6250122
Qualified in New York County
Commission Expires Oct. 17, 2015

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
U.S.A.	Theatre Direct NY, Inc.	78488271	3035051	12/27/2005	BROADWAY CLASSROOM
U.S.A.	Theatre Direct NY, Inc. d/b/a Broadway.com	76002319	2852108	06/08/2004	BROADWAY.COM
U.S.A.	Theatre Direct NY, Inc. d/b/a Broadway.com	85584815		03/30/2012 (date of application)	BROADWAY.COM
U.S.A.	Theatre Direct International d/b/a Theatre Direct NY, Inc.	78897173	3289244	09/04/2007	THEATRE.COM
U.S.A.	Theatre Direct International d/b/a Theatre Direct NY, Inc.	78897277	3289245	09/04/2007	THEATRE.COM