

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
THEATRE DIRECT NY, INC.		08/08/2013	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Registration Number:	4304133	BROADWAY.COM
Registration Number:	3289244	THEATRE.COM
Registration Number:	3289245	THEATRE.COM
Registration Number:	3035051	BROADWAY CLASSROOM
Registration Number:	2852108	BROADWAY.COM

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2027782201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-419-2055
Email:	sloffis@hunton.com
Correspondent Name:	Hunton & Williams LLP IP Department
Address Line 1:	2200 Pennsylvania Ave. N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	65740.000106
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CH \$140.00 4304133

NAME OF SUBMITTER:	Shelly Anderson
Signature:	/Shelly Anderson/
Date:	08/08/2013
<b>Total Attachments: 6</b> source=Trademark Security Agreement - Theatre Direct NY Incf#page1.tif source=Trademark Security Agreement - Theatre Direct NY Incf#page2.tif source=Trademark Security Agreement - Theatre Direct NY Incf#page3.tif source=Trademark Security Agreement - Theatre Direct NY Incf#page4.tif source=Trademark Security Agreement - Theatre Direct NY Incf#page5.tif source=Trademark Security Agreement - Theatre Direct NY Incf#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of August 8, 2013, by THEATRE DIRECT NY, INC. (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Key Brand Entertainment Inc., a Delaware corporation (“**Company**”), as borrower, the Grantor, certain other Subsidiaries of the Company, as Guarantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Company, and Grantor, among other things, has agreed to guaranty such Loans; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, this Agreement and the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of itself and the other Secured Parties, this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or if not defined therein, in the Pledge and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to Collateral Agent, for the benefit of itself and the Secured Parties, a security interest and continuing Lien on all of Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all extensions or renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under

any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License; provided, in no event shall the security interest granted under this Section 2 hereof attach to any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office, in which case such security interest shall attach immediately.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future Trademarks, Trademark Licenses or applications therefore of Grantor, which become Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

6. **APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[Remainder of Page Intentionally Blank]

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

GRANTOR:

**THEATRE DIRECT NY, INC.**

By: 

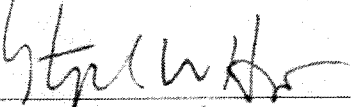
Name: John Gore

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P.**




By: 

Name: Stephen W. Hipp

Title: Senior Vice President

**Schedule 1**

**TRADEMARKS**

<b>Trademark</b>	<b>Registered Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Issuing Authority</b>
BROADWAY.COM 	THEATRE DIRECT NY, INC.	4304133	19-MAR-2013	US Federal
THEATRE.COM THEATRE.COM	THEATRE DIRECT NY, INC.	3289244	04-SEP-2007	US Federal
THEATRE.COM 	THEATRE DIRECT NY, INC.	3289245	04-SEP-2007	US Federal
BROADWAY CLASSROOM  BROADWAY CLASSROOM	THEATRE DIRECT NY, INC.	3035051	27-DEC-2005	US Federal
BROADWAY.COM 	THEATRE DIRECT NY, INC.	2852108	08-JUN-2004	US Federal

TRADEMARK APPLICATIONS

None.

Trademark Security Agreement (Theatre Direct NY)  
46416362

**RECORDED: 08/08/2013**

**TRADEMARK  
REEL: 005088 FRAME: 0096**