

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Broadway Channel LLC		03/02/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3911690	BROADWAY PROFILES	
Registration Number:	3583378	ONE ON THE AISLE AND A BACKSTAGE PASS TO	
Registration Number:	3580063	WHAT'S HOT ON BROADWAY	
Registration Number:	3601609	BROADWAY PREVIEWS	
Registration Number:	2162298	THE BROADWAY CHANNEL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	erobinson@hunton.com		
Correspondent Name:	Brandon Van Balen - Hunton & Williams		
Address Line 1:	600 Peachtree Street, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65740.000106		
NAME OF SUBMITTER:	Brandon Van Balen		
SIGNATURE:	/Brandon VanBalen/		
DATE SIGNED:	03/03/2015		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT
(United States (federal and state))

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of March 2, 2015, by THE BROADWAY CHANNEL LLC, a Delaware limited liability company (“**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**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of May 29, 2014, 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.**

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

GRANTOR:

THE BROADWAY CHANNEL LLC

By:  _____

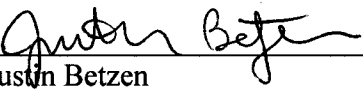
Name: John Gore

Title: President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

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

By: 
Name: Justin Betzen
Title: Senior Vice President

Schedule 1

TRADEMARKS

JURISDICTION	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
United States	BROADWAY PROFILES	3911690	1/25/11
United States	ONE ON THE AISLE AND A BACKSTAGE PASS TO THE BEST OF BROADWAY	3583378	3/3/09
United States	WHAT'S HOT ON BROADWAY	3580063	2/24/09
United States	BROADWAY PREVIEWS	3601609	4/7/09
United States	THE BROADWAY CHANNEL	2162298	6/2/98

TRADEMARK APPLICATIONS

JURISDICTION	TRADEMARK	SERIAL NO.	FILING DATE