

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
House of Blues Brands Corp.		11/03/2006	CORPORATION: DELAWARE
House of Blues Concerts, Inc.		11/03/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A. as Collateral Agent
<b>Street Address:</b>	270 Park Ave.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association:

**PROPERTY NUMBERS Total: 117**

Property Type	Number	Word Mark
Registration Number:	2538678	BOXSUITES
Registration Number:	2470699	CLUBSEATS
Registration Number:	2306346	GOSPEL BRUNCH
Registration Number:	3143925	GOSPEL BRUNCH
Registration Number:	2257428	HAVE BLUES WILL TRAVEL
Registration Number:	2180999	HAVE BLUES WILL TRAVEL
Registration Number:	2281876	HAVE MERCY & SAY YEAH!
Registration Number:	2532480	
Registration Number:	2474032	
Registration Number:	2805124	
Registration Number:	2897520	
Registration Number:	1817564	HELP EVER - HURT NEVER
Registration Number:	1866434	HELP EVER - HURT NEVER

CH \$2940.00 2538678

Registration Number:	2569523	HOB.COM CLUB NETWORK
Registration Number:	2667825	HOB.COM CLUB NETWORK
Registration Number:	2843399	HOB.COM IT IS LIVE.
Registration Number:	2619778	HOB.COM IT IS LIVE.
Registration Number:	2587537	HOB.COM IT IS LIVE.
Registration Number:	2805255	HOB.COM IT IS LIVE.
Registration Number:	1772628	HOUSE OF BLUES
Registration Number:	1933441	HOUSE OF BLUES
Registration Number:	2024199	HOUSE OF BLUES
Registration Number:	1874712	HOUSE OF BLUES
Registration Number:	2550199	HOUSE OF BLUES
Registration Number:	2739958	HOUSE OF BLUES
Registration Number:	2785635	HOUSE OF BLUES
Registration Number:	2848540	HOUSE OF BLUES
Registration Number:	2997172	HOUSE OF BLUES
Registration Number:	2507466	HOUSE OF BLUES
Registration Number:	2507467	HOUSE OF BLUES
Registration Number:	2457890	HOUSE OF BLUES
Registration Number:	2881917	HOUSE OF BLUES
Registration Number:	2507789	GOLD MINER'S DREAM
Registration Number:	2746582	HOUSE OF BLUES
Registration Number:	2723813	HOUSE OF BLUES
Registration Number:	2841104	HOUSE OF BLUES
Registration Number:	1938673	HOUSE OF BLUES
Registration Number:	1891179	HOUSE OF BLUES
Registration Number:	1940915	HOUSE OF BLUES
Registration Number:	2692104	HOUSE OF BLUES CLUB NETWORK
Registration Number:	2638573	HOUSE OF BLUES CLUB NETWORK
Registration Number:	2413015	HOUSE OF BLUES COMPANY STORE
Registration Number:	2457988	HOUSE OF BLUES COMPANY STORE
Registration Number:	2817684	HOUSE OF BLUES CONCERTS
Registration Number:	2805173	HOUSE OF BLUES CONCERTS
Registration Number:	2474439	HOUSE OF BLUES CONCERTS
Registration Number:	2857287	HOUSE OF BLUES CONCERTS
Registration Number:	3162999	HOUSE OF BLUES CONCERTS

Registration Number:	2889726	HOUSE OF BLUES CONCERTS
Registration Number:	2808931	HOUSE OF BLUES CONCERTS
Registration Number:	2815268	HOUSE OF BLUES CONCERTS
Registration Number:	2474442	HOUSE OF BLUES CONCERTS
Registration Number:	2739944	HOUSE OF BLUES CONCERTS
Registration Number:	3159308	HOUSE OF BLUES CONCERTS
Registration Number:	2884790	HOUSE OF BLUES CONCERTS
Registration Number:	2458649	HOUSE OF BLUES CONCERTS MARQUEE CLUB
Registration Number:	2808999	HOUSE OF BLUES HOB.COM IT IS LIVE.
Registration Number:	2571011	HOUSE OF BLUES HOB.COM IT IS LIVE.
Registration Number:	2571010	HOUSE OF BLUES HOB.COM IT IS LIVE.
Registration Number:	2805254	HOUSE OF BLUES HOB.COM IT IS LIVE.
Registration Number:	2370089	HOUSE OF BLUES HOTEL
Registration Number:	2343876	HOUSE OF BLUES LOUISIANA CAJUN HOT SAUCE
Registration Number:	2467976	
Registration Number:	2756675	HOUSE PARTY 2000
Registration Number:	2756676	HOUSE PARTY 2001
Registration Number:	2050935	IN BLUES WE TRUST
Registration Number:	1981453	IN BLUES WE TRUST
Registration Number:	2187390	INTERNATIONAL HOUSE OF BLUES FOUNDATION
Registration Number:	2440514	ORLANDO ROCKS!
Registration Number:	2605060	REGGAE ON THE ROCKS
Registration Number:	2358234	REGGAE ON THE ROCKS
Registration Number:	2143656	SERVICE INDUSTRY NIGHT
Registration Number:	2298855	SUMMER OF STARS
Registration Number:	2780926	SUPERSEATS
Registration Number:	2505280	THE HOME OF LIVE MUSIC
Registration Number:	2505281	THE HOME OF LIVE MUSIC
Registration Number:	2946305	THE HOME OF LIVE MUSIC
Registration Number:	2498242	THE PARISH
Registration Number:	1975465	UNITY IN DIVERSITY
Registration Number:	1951612	UNITY IN DIVERSITY
Registration Number:	2165165	WHERE THE HEART MEETS THE SOUL
Registration Number:	2155505	WHERE THE HEART MEETS THE SOUL
Registration Number:	2750016	SASQUATCH!

Registration Number:	2750015	SASQUATCH!
Registration Number:	2017659	PARTY IN THE PIT
Serial Number:	78595409	ALL ARE ONE
Serial Number:	78595430	ALL ARE ONE
Serial Number:	78652361	ALL ARE ONE
Serial Number:	78728092	FOUNDATION ROOM
Serial Number:	78728201	FOUNDATION ROOM
Serial Number:	78728306	FOUNDATION ROOM
Serial Number:	76376671	GRASS PASS
Serial Number:	78584443	HAVE BLUES WILL TRAVEL
Serial Number:	78185025	
Serial Number:	78584592	
Serial Number:	78728628	
Serial Number:	78584612	HELP EVER - HURT NEVER
Serial Number:	78430289	HOB.COM THE HOME OF LIVE MUSIC ON THE INTERNET.
Serial Number:	78584630	HOUSE OF BLUES
Serial Number:	78584718	HOUSE OF BLUES
Serial Number:	78584767	HOUSE OF BLUES
Serial Number:	78612073	HOUSE OF BLUES ATLANTIC CITY
Serial Number:	78612108	HOUSE OF BLUES ATLANTIC CITY
Serial Number:	78612138	HOUSE OF BLUES ATLANTIC CITY
Serial Number:	78612688	HOUSE OF BLUES ATLANTIC CITY
Serial Number:	78612696	HOUSE OF BLUES ATLANTIC CITY
Serial Number:	78612053	HOUSE OF BLUES CASINO
Serial Number:	78708087	HOUSE OF BLUES CONCERTS MARQUEE CLUB
Serial Number:	78584785	IN BLUES WE TRUST
Serial Number:	78584886	LIVE FROM HOUSE OF BLUES
Serial Number:	78584804	SERVICE INDUSTRY NIGHT
Serial Number:	78721447	THE BREEDLOVE ODYSSEY TOUR
Serial Number:	78198676	THE HOME OF LIVE MUSIC
Serial Number:	78584827	THE HOME OF LIVE MUSIC
Serial Number:	78584845	UNITY IN DIVERSITY
Serial Number:	78584862	WHERE THE HEART MEETS THE SOUL
Serial Number:	76603562	WORLD FAMOUS GOSPEL BRUNCH

CORRESPONDENCE DATA

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	371474
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	11/14/2006

**Total Attachments: 66**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
House of Blues Brands Corp. DE  
House of Blues Concerts, Inc. CA

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: JPMorgan Chase Bank, N.A., as Collateral Agent  
Internal  
Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: New York State: NY Zip: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: 11/3/06

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Oleh Hereliuk  
Internal Address: Federal Research Corporation  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1023 15th Street, NW  
Suite 401  
City Washington State: DC Zip: 20005

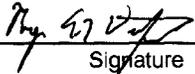
6. Total number of applications and registrations involved: 119

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Maya Wolfson                                                            11/13/06  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

SUPPLEMENT NO. 3 dated as of November 3, 2006 (this "Supplement"), to the Guarantee and Collateral Agreement dated as of December 21, 2005 among Live Nation, Inc. (formerly, CCE Spinco, Inc.) ("Parent"), Live Nation Worldwide, Inc. (formerly, SFX Entertainment, Inc.) (the "US Borrower"), each subsidiary of the US Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Parent and the US Borrower are referred to collectively herein as the "Grantors") and JPMORGAN CHASE BANK, N.A., ("JPMCB"), as Administrative Agent (in such capacity, the "Administrative Agent").

A. Reference is made to the Credit Agreement, dated as of December 21, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Live Nation, Inc. (formerly, CCE Spinco, Inc.) ("Parent"), Live Nation Worldwide, Inc. (formerly, SFX Entertainment, Inc.) (the "US Borrower"), the Foreign Borrowers party thereto (together with the US Borrower, the "Borrowers"), the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, and Bank of America, N.A., as Syndication Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Domestic Collateral Agreement referred to therein.

C. The Grantors have entered into the Domestic Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.14 of the Domestic Collateral Agreement provides that additional Subsidiaries of the Borrower may become Subsidiary Loan Parties under the Domestic Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. Each of the undersigned Subsidiaries (the "New Subsidiaries") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Loan Party under the Domestic Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Subsidiaries agree as follows:

SECTION 1. In accordance with Section 7.14 of the Domestic Collateral Agreement, each New Subsidiary by its signature below becomes a Subsidiary Loan Party (and accordingly, becomes a Guarantor and a Grantor), Grantor and Guarantor under the Domestic Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Loan Party, and each New Subsidiary hereby (a) agrees to all the terms and provisions of the Domestic Collateral Agreement applicable to it as a

Subsidiary Loan Party, Grantor and Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Guarantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Subsidiary, as security for the payment in full of the Obligations (as defined in the Domestic Collateral Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the other Secured Parties, their successors and assigns, a security interest in and lien on all of each New Subsidiary's right, title and interest in and to the Collateral (as defined in the Domestic Collateral Agreement) of such New Subsidiary. Each reference to a "Guarantor" or "Grantor" in the Domestic Collateral Agreement shall be deemed to include each New Subsidiary. The Domestic Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of each New Subsidiary and the Administrative Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of each New Subsidiary, (b) set forth on Schedule II attached hereto is a true and correct schedule of all the Pledged Securities of each New Subsidiary, (c) set forth on Schedule III attached hereto is a true and correct schedule of all Intellectual Property of each New Subsidiary and (d) set forth on Exhibit A attached hereto, is the true and correct legal name of each New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Domestic Collateral Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Domestic Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal

or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Domestic Collateral Agreement.

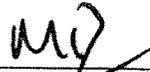
SECTION 9. The New Subsidiaries agree to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

[Signatures on following page.]

IN WITNESS WHEREOF, the New Subsidiaries and the Administrative Agent have duly executed this Supplement to the Domestic Collateral Agreement as of the day and year first above written.

EACH OF THE SUBSIDIARIES LISTED  
ON EXHIBIT A HERETO

By:

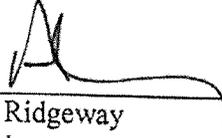


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Michael Capino  
Chief Executive Officer and  
President

EACH OF THE SUBSIDIARIES LISTED  
ON EXHIBIT B HERETO

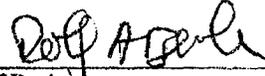
By:



Alan Ridgeway  
President

HOB BOARDWALK, INC.

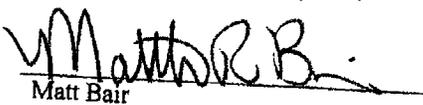
By:



\_\_\_\_\_  
Dolf Berle  
President

Legal Name: HOB Boardwalk, Inc.  
Jurisdiction of Formation: Delaware  
Address of Chief Executive Office:  
6255 Sunset Blvd.  
16th Floor  
Hollywood, Los Angeles  
County, California 90028

HOUSE OF BLUES DALLAS, INC.  
HOUSE OF BLUES HOUSTON, INC.

By:   
Matt Bair  
President, Treasurer and Secretary

Legal Name: House of Blues Dallas, Inc.  
Jurisdiction of Formation: Texas  
Address of Chief Executive Office:  
6255 Sunset Blvd.  
16th Floor  
Hollywood, Los Angeles County,  
California 90028

Legal Name: House of Blues Houston, Inc.  
Jurisdiction of Formation: Texas  
Address of Chief Executive Office:  
6255 Sunset Blvd.  
16th Floor  
Hollywood, Los Angeles County,  
California 90028

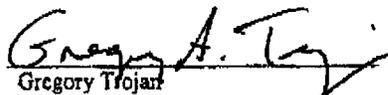
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Signature Page to Supplement No. 3 to the Guarantee and Collateral Agreement

TRADEMARK  
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HOUSE OF BLUES LAS VEGAS  
RESTAURANT CORP.

By:



Gregory Trojan  
President and Chief Executive  
Officer

Legal Name: House of Blues Las Vegas  
Restaurant Corp.

Jurisdiction of Formation: Delaware

Address of Chief Executive Office:

6255 Sunset Blvd.

16th Floor

Hollywood, Los Angeles County,

California 90028

JPMORGAN CHASE BANK, N.A.,  
AS ADMINISTRATIVE AGENT

By:



Name:

Title:

Tracey Navin Ewing  
Vice President

**NEW SUBSIDIARIES**

Entity Name	Jurisdiction of Formation	Address of Chief Executive Office
BLUES BROTHERS REVIVAL GROUP LIMITED PARTNERSHIP	MA	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
CUYAHOGA FALLS CONCERTS, INC.	DE	1145 W. Steels Corners Road Cuyahoga Falls, Summit County, Ohio 44223
HILLTOP CONCERTS, INC.	CA	100 Universal City Plaza Universal City, Los Angeles County, California 91608
HILLTOP CONCERTS LLC	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB CONCERTS II, INC.	CA	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB CONCERTS/PACE AMPHITHEATRES GROUP, L.P.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB ENTERTAINMENT, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB HOTEL CHICAGO PARTNERS, L.P.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB HOTEL CHICAGO, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB MARINA CITY PARTNERS, L.P.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB MARINA CITY, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES ATLANTA, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028

Exhibit A  
to the Supplement No. 3 to the  
Guarantee and  
Collateral Agreement

Entity Name	Jurisdiction of Formation	Address of Chief Executive Office
HOUSE OF BLUES BRANDS CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES CLEVELAND RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES CONCERTS, INC.	CA	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES DALLAS RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES DIGITAL, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES HOSPITALITY, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES HOUSTON RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES PRODUCTIONS, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES RESTAURANT HOLDING CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES SALT LAKE CITY RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES SAN DIEGO, LLC	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028

Exhibit A  
to the Supplement No. 3 to the  
Guarantee and  
Collateral Agreement

Entity Name	Jurisdiction of Formation	Address of Chief Executive Office
HOUSE OF BLUES SPORTS, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES TOURS AND TALENT, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
LIVE NATION/HOB DALLAS CONCERTS, LLC	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
MUSIC VENUE MANAGEMENT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
NAUTICA PAVILION CONCERTS, INC.	DE	2249 Elm Street Cleveland, Cuyahoga County, Ohio 44113
THE ANDREW HEWITT CORPORATION	CA	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
ZOO MARKETING, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028

**NEW SUBSIDIARIES**

Entity Name	Jurisdiction of Formation	Address of Chief Executive Office
HOUSE OF BLUES ANAHEIM RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOB CHICAGO, INC.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES CLEVELAND, LLC	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES LOS ANGELES RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES MYRTLE BEACH RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES NEW ORLEANS RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES ORLANDO RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES PHILADELPHIA, LLC	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028
HOUSE OF BLUES SAN DIEGO RESTAURANT CORP.	DE	6255 Sunset Blvd., 16th Floor, Hollywood, Los Angeles County, California 90028

Schedule I  
to the Supplement No. 3 to the  
Guarantee and  
Collateral Agreement

ENTITY NAME AND ADDRESS OF LOCATION

[Redacted for confidentiality]

Schedule II  
to the Supplement No. 3 to the  
Guarantee and  
Collateral Agreement

PLEDGED EQUITY

[Redacted for confidentiality]

PLEDGED DEBT

[Redacted for confidentiality]

Schedule III  
to the Supplement No. 3 to the  
Guarantee and  
Collateral Agreement

PATENTS AND PATENT APPLICATIONS

[Redacted for confidentiality]

(i) Trademarks and Trademark Applications

**Blues Brothers Revival Group Limited Partnership**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**Cuyahoga Falls Concerts, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**Hilltop Concerts, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**Hilltop Concerts LLC**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Boardwalk, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Chicago, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Concerts II, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Concerts/Pace Amphitheatres Group, L.P.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Entertainment, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Hotel Chicago Partners, L.P.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Hotel Chicago, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Marina City Partners, L.P.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**HOB Marina City, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Anaheim Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Atlanta, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Brands Corp.**

**U.S. Trademark Registrations**

Title	Reg. No.	Registration Date
Boxsuits	2,538,678	12-Feb-02
Clubseats	2,470,699	17-Jul-01
Gospel Brunch	2,306,346	04-Jan-00
Gospel Brunch	3,143,925	19-Sep-06
Have Blues Will Travel	2,257,428	29-Jun-99
Have Blues Will Travel	2,180,999	11-Aug-98
Have Mercy & Say Yeah!	2,281,876	28-Sep-99
Heart Design	2,532,480	22-Jan-02
Heart Design	2,474,032	31-Jul-01
Heart Design	2,805,124	13-Jan-04
Heart Design	2,897,520	26-Oct-04
Help Ever – Hurt Never	1,817,564	18-Jan-94
Help Ever – Hurt Never	1,866,434	06-Dec-94
HOB.com Club Network	2,569,523	14-May-02
HOB.com Club Network	2,667,825	31-Dec-02
HOB.com It Is Live. (Stylized)	2,843,399	18-May-04
HOB.com It Is Live. (Stylized)	2,619,778	17-Sep-02
HOB.com It Is Live. (Stylized)	2,587,537	02-Jul-02
HOB.com It Is Live. (Stylized)	2,805,255	13-Jan-04
House of Blues	1,772,628	18-May-93

(i) Trademarks and Trademark Applications

**House of Blues Brands Corp.**

**U.S. Trademark Registrations (continued)**

Title	Reg. No.	Registration Date
House of Blues	1,933,441	07-Nov-95
House of Blues	2,024,199	17-Dec-96
House of Blues	1,874,712	17-Jan-95
House of Blues	2,550,199	19-Mar-02
House of Blues	2,739,958	22-Jul-03
House of Blues	2,785,635	25-Nov-03
House of Blues	2,848,540	01-Jun-04
House of Blues	2,997,172	20-Sep-05
House of Blues (Heart Design)	2,507,466	13-Nov-01
House of Blues (Heart Design)	2,507,467	13-Nov-01
House of Blues (Heart Design)	2,457,890	05-Jun-01
House of Blues (Heart Design)	2,881,917	07-Sep-04
House of Blues (Heart Design)	2,507,798	13-Nov-01
House of Blues (Heart Design)	2,746,582	05-Aug-03
House of Blues (Heart Design)	2,723,813	10-Jun-03
House of Blues (Heart Design)	2,841,104	11-May-04
House of Blues (Roof Design)	1,938,673	28-Nov-95
House of Blues (Roof Design)	1,891,179	25-Apr-95
House of Blues (Stylized)	1,940,915	12-Dec-95
House of Blues Club Network	2,692,104	04-May-03

(i) Trademarks and Trademark Applications

**House of Blues Brands Corp.**

**U.S. Trademark Registrations (continued)**

Title	Reg. No.	Registration Date
House of Blues Club Network & Heart Design	2,638,573	22-Oct-02
House of Blues Company Store	2,413,015	12-Dec-00
House of Blues Company Store & Design	2,457,988	05-Jun-01
House of Blues Concerts	2,817,684	24-Feb-04
House of Blues Concerts	2,805,173	13-Jan-04
House of Blues Concerts	2,474,439	31-Jul-01
House of Blues Concerts	2,857,287	29-Jun-04
House of Blues Concerts	3,162,999	24-Oct-06
House of Blues Concerts	2,889,726	28-Sep-04
House of Blues Concerts (Heart Design)	2,808,931	27-Jan-04
House of Blues Concerts (Heart Design)	2,815,268	17-Feb-04
House of Blues Concerts (Heart Design)	2,474,442	31-Jul-01
House of Blues Concerts (Heart Design)	2,739,944	22-Jul-03
House of Blues Concerts (Heart Design)	3,159,308	17-Oct-06
House of Blues Concerts (Heart Design)	2,884,790	14-Sep-04
House of Blues Concerts Marquee Club	2,458,649	05-Jun-01
House of Blues HOB.com It Is Live. (Stylized)	2,808,999	27-Jan-04
House of Blues HOB.com It Is Live. (Stylized)	2,571,011	21-May-02
House of Blues HOB.com It Is Live. (Stylized)	2,571,010	21-May-02
House of Blues HOB.com It Is Live. (Stylized)	2,805,254	13-Jan-04

(i) Trademarks and Trademark Applications

**House of Blues Brands Corp.**

**U.S. Trademark Registrations (continued)**

Title	Reg. No.	Registration Date
House of Blues Hotel (Roof Design)	2,370,089	25-Jul-00
House of Blues Louisiana Cajun Hot Sauce	2,343,876	18-Apr-00
House of Blues Online (Heart Design)	2,467,976	10-Jul-01
House Party 2000	2,756,675	26-Aug-03
House Party 2001	2,756,676	26-Aug-03
In Blues We Trust	2,050,935	08-Apr-97
In Blues We Trust	1,981,453	18-Jun-96
International House of Blues Foundation & Design	2,187,390	08-Sep-98
Orlando Rocks!	2,440,514	03-Apr-01
Party In The Pit	2,017,659	19-Nov-96
Reggae On The Rocks	2,605,060	06-Aug-02
Reggae On The Rocks	2,358,234	13-Jun-00
Service Industry Night	2,143,656	10-Mar-98
Summer Of Stars	2,298,855	07-Dec-99
Superseats (Stylized)	2,780,926	04-Nov-03
The Home of Live Music	2,505,280	06-Nov-01
The Home of Live Music	2,505,281	06-Nov-01
The Home of Live Music	2,946,305	03-May-05
The Parish	2,498,242	16-Oct-01
Unity In Diversity	1,975,465	21-May-96

(i) Trademarks and Trademark Applications

**House of Blues Brands Corp.**

**U.S. Trademark Registrations (continued)**

Title	Reg. No.	Registration Date
Unity In Diversity	1,951,612	23-Jan-96
Where The Heart Meets The Soul	2,165,165	16-Jun-98
Where The Heart Meets The Soul	2,155,505	05-May-98

**U.S. Trademark Applications**

Title	App. Serial No.	Filing Date
All Are One	78/595409	25-Mar-05
All Are One	78/595430	25-Mar-05
All Are One	78/652361	16-Jun-05
Foundation Room	78/728092	06-Oct-05
Foundation Room	78/728201	06-Oct-05
Foundation Room	78/728306	06-Oct-05
Grass Pass	76/376671	28-Feb-02
Have Blues Will Travel	78/584443	10-Mar-05
Heart Design	78/185025	14-Nov-02
Heart Design	78/584592	10-Mar-05
Heart Design	78/728628	07-Oct-05
Help Ever – Hurt Never	78/584612	10-Mar-05
HOB.com The Home of Live Music on the Internet (Stylized)	78/430289	04-Jun-04
House of Blues	78/584630	10-Mar-05

(i) Trademarks and Trademark Applications

**House of Blues Brands Corp.**

**U.S. Trademark Applications (continued)**

<b>Title</b>	<b>App. Serial No.</b>	<b>Filing Date</b>
House of Blues (Heart Design)	78/584718	10-Mar-05
House of Blues (Stylized)	78/584767	10-Mar-05
House of Blues Atlantic City (and Design)	78/612073	19-Apr-05
House of Blues Atlantic City (and Design)	78/612108	19-Apr-05
House of Blues Atlantic City (and Design)	78/612138	19-Apr-05
House of Blues Atlantic City (and Design)	78/612688	20-Apr-05
House of Blues Atlantic City (and Design)	78/612696	20-Apr-05
House of Blues Casino	78/612053	19-Apr-05
House of Blues Concerts Marquee Club (and Design)	78/708087	07-Sep-05
In Blues We Trust	78/584785	10-Mar-05
Live From House of Blues	78/584886	10-Mar-05
Service Industry Night	78/584804	10-Mar-05
The Breedlove Odyssey Tour	78/721447	27-Sep-05
The Home of Live Music	78/198676	30-Dec-02
The Home of Live Music	78/584827	10-Mar-05
Unity In Diversity	78/584845	10-Mar-05
Where The Heart Meets The Soul	78/584862	10-Mar-05
World Famous Gospel Brunch	76/603562	21-Jul-04

(i) Trademarks and Trademark Applications

**House of Blues Cleveland Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Cleveland, LLC**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Concerts, Inc.**

**U.S. Trademark Registrations**

<b>Title</b>	<b>Reg. No.</b>	<b>Registration Date</b>
Sasquatch!	2,750,016	12-Aug-03
Sasquatch! (and Design)	2,750,015	12-Aug-03
Clubseats	2,470,699	17-Jul-01
Party In The Pit	2,017,659	19-Nov-96

(i) Trademarks and Trademark Applications

**House of Blues Dallas Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Dallas, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Digital, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Hospitality, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Houston Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Houston, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Las Vegas Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Los Angeles Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Myrtle Beach Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues New Orleans Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Orlando Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Philadelphia, LLC**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Productions, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Restaurant Holdings Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Salt Lake City Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues San Diego Restaurant Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues San Diego, LLC**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Sports, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**House of Blues Tours and Talent, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**Live Nation/HOB Dallas Concerts, LLC**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**Music Venue Management Corp.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**Nautica Pavilion Concerts, Inc.**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**The Andrew Hewitt Corporation**

This entity does not own any trademark applications or registrations.

(i) Trademarks and Trademark Applications

**Zoo Marketing, Inc.**

This entity does not own any trademark applications or registrations.

Schedule III  
to the Supplement No. 3 to the  
Guarantee and  
Collateral Agreement

COPYRIGHTS AND COPYRIGHT APPLICATIONS

[Redacted for confidentiality]