TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bill Graham Enterprises, Inc.		06/29/2007	CORPORATION: CALIFORNIA
House of Blues Brands Corp.		06/29/2007	CORPORATION: DELAWARE
Live Nation Concerts GP, Inc.		06/29/2007	CORPORATION: TEXAS
Live Nation Marketing, Inc.		06/29/2007	CORPORATION: DELAWARE
Live Nation Motor Sports, Inc.		06/29/2007	CORPORATION: TEXAS
Live Nation Concerts, Inc.		06/29/2007	CORPORATION: DELAWARE
Live Nation Music Group, Inc.		06/29/2007	CORPORATION: DELAWARE
Live Nation Touring, Inc.		06/29/2007	CORPORATION: DELAWARE
Live Nation Worldwide, Inc.		06/29/2007	CORPORATION: DELAWARE
SM/Live Nation, Inc.		06/29/2007	CORPORATION: TEXAS
SFX Theatrical Group, Inc.		06/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association:

OP $3090.00 3082063

PROPERTY NUMBERS Total: 123

Property Type	Number	Word Mark
Registration Number:	3082063	BGP
Registration Number:	3087662	CHUCK MORRIS PRESENTS
Registration Number:	3090164	CHUCK MORRIS PRESENTS
Registration Number:	3175606	THE FILLMORE
Registration Number:	3049045	THE FILLMORE
Registration Number:	1803931	GREAT AMERICAN RIB COOK-OFF

Registration Number:	2417449	HIGH SCHOOL ROCK-OFF
Registration Number:	2844823	TASTE OF CLEVELAND
Registration Number:	2878408	MIDWEST BREWFEST
Registration Number:	3012396	BELKIN PRODUCTIONS
Registration Number:	3035675	BELKIN PRODUCTIONS
Registration Number:	2692302	IT'S BETTER LIVE ACCESS
Registration Number:	3223721	LIVE NATION SETLIST
Registration Number:	3226595	LIVE NATION TICKETS
Registration Number:	3223715	LIVE NATION TICKETS
Registration Number:	3216087	GRASS PASS
Registration Number:	3223720	SETLIST
Serial Number:	77140760	GODSPEED
Serial Number:	77140750	GODSPEED
Serial Number:	78961979	HOUSE OF KIDS
Serial Number:	78962065	HOUSE OF KIDS
Serial Number:	78962013	HOUSE OF KIDS
Serial Number:	78962033	HOUSE OF KIDS
Serial Number:	77205455	HOUSE OF KIDS
Serial Number:	77205481	HOUSE OF KIDS
Serial Number:	77127547	AFTERBURNER
Serial Number:	77129563	CAPTAIN'S CURSE
Serial Number:	77129626	CAPTAIN'S CURSE
Serial Number:	77129887	CAPTAIN'S CURSE
Serial Number:	77129906	CAPTAIN'S CURSE
Serial Number:	78960136	DIGGER
Serial Number:	78960575	DIGGER'S DUNGEON
Serial Number:	77076337	GRAVE DIGGER
Serial Number:	77002074	GRAVE DIGGER RACE SHOP
Serial Number:	78849118	STREET WARRIORZ SERIES
Serial Number:	78817274	SUPERCROSS LIVE!
Serial Number:	78812468	WORLD SUPERCROSS GP
Serial Number:	78812456	WORLD SUPERCROSS GP
Serial Number:	78812374	WORLD SUPERCROSS GP
Serial Number:	78812336	WORLD SUPERCROSS GP
Serial Number:	78838089	COUNTRY MEGATICKET

Serial Number:	77140357	ARTIST NATION
Serial Number:	77140406	ARTIST NATION
Serial Number:	77140508	ARTIST NATION
Serial Number:	77165120	ARTIST NATION
Serial Number:	77165113	ARTIST NATION
Serial Number:	77165109	ARTIST NATION
Serial Number:	77165086	ARTIST NATION
Serial Number:	77189562	ARTIST NATION
Serial Number:	77189566	ARTIST NATION
Serial Number:	77189570	ARTIST NATION
Serial Number:	77189429	CONCERT NATION
Serial Number:	77189453	CONCERT NATION
Serial Number:	77189460	CONCERT NATION
Serial Number:	77189469	CONCERT NATION
Serial Number:	77189473	CONCERT NATION
Serial Number:	77189482	CONCERT NATION
Serial Number:	77189488	CONCERT NATION
Serial Number:	77189493	CONCERT NATION
Serial Number:	77191964	CONCERT NATION
Serial Number:	77179209	FAN NATION
Serial Number:	77179194	FAN NATION
Serial Number:	77179189	FAN NATION
Serial Number:	77179185	FAN NATION
Serial Number:	77179178	FAN NATION
Serial Number:	77179170	FAN NATION
Serial Number:	77179142	FAN NATION
Serial Number:	77191973	FAN NATION
Serial Number:	77094860	FILLMORE
Serial Number:	77094871	FILLMORE
Serial Number:	77095452	FILLMORE
Serial Number:	77100272	FILLMORE
Serial Number:	77111200	FILLMORE
Serial Number:	77111193	FILLMORE
Serial Number:	77111186	FILLMORE
Serial Number:	77111181	FILLMORE

Serial Number:	77111176	FILLMORE
Serial Number:	77158813	FILLMORE
Serial Number:	77158807	FILLMORE
Serial Number:	77158803	FILLMORE
Serial Number:	77158796	FILLMORE
Serial Number:	77178099	GREEN NATION
Serial Number:	77178091	GREEN NATION
Serial Number:	77178074	GREEN NATION
Serial Number:	77178063	GREEN NATION
Serial Number:	77178096	GREEN NATION
Serial Number:	77178085	GREEN NATION
Serial Number:	77178067	GREEN NATION
Serial Number:	77180075	GREEN NATION
Serial Number:	77150640	HALF WAY DAY
Serial Number:	77150634	HALF WAY DAY
Serial Number:	78772533	LIVE NATION
Serial Number:	77129496	LIVE NATION
Serial Number:	77129473	LIVE NATION
Serial Number:	77129445	LIVE NATION
Serial Number:	77171978	LIVE NATION
Serial Number:	77193583	LIVE NATION
Serial Number:	77193575	LIVE NATION
Serial Number:	77193568	LIVE NATION
Serial Number:	78903812	LIVE NATION
Serial Number:	78947571	MEGATICKET
Serial Number:	78940361	
Serial Number:	77171992	
Serial Number:	77193652	
Serial Number:	77193648	
Serial Number:	77193646	
Serial Number:	77193637	
Serial Number:	77193596	
Serial Number:	77105493	F
Serial Number:	77105515	F
Serial Number:	77105517	F

Serial Number:	77105522	F
Serial Number:	77105526	F
Serial Number:	77105532	F
Serial Number:	77105540	F
Serial Number:	77105546	F
Serial Number:	77105552	F
Serial Number:	77188929	RHYTHM & BLUES ON THE ROCKS
Serial Number:	77060086	TICKETRUSH
Serial Number:	77060115	TICKETRUSH
Serial Number:	77060048	TICKET RUSH
Serial Number:	77060076	TICKET RUSH
Serial Number:	77180308	BROADWAY ACROSS AMERICA

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31875
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/07/2007

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2007, between the Grantor identified herein and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Amended and Restated Guarantee and Collateral Agreement dated as of June 29, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Live Nation, Inc. (f/k/a CCE Spinco, Inc.) ("Parent"), Live Nation Worldwide, Inc. (f/k/a/ SFX Entertainment Inc.) (the "Borrower") the other subsidiaries of Parent (as identified therein) and the Administrative Agent. The Lenders have agreed to maintain and/or extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of June 29, 2007 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) among Parent, the Borrower, the Foreign Borrowers party thereto, 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. The obligations of the Lenders to maintain and/or extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension and/or maintenance of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend and/or maintain such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BILL GRAHAM ENTERPRISES, INC.

By: _____

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

HOUSE OF BLUES BRANDS CORP.

By: _____

Name: Alan Ridgeway
Title: Chief Financial Officer

LIVE NATION CONCERTS, LTD.

By LIVE NATION CONCERTS GP, INC., its General Partner.

By: _____

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

LIVE NATION MARKETING, INC.

By: _____

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

TRADEMARK
REEL: 003596 FRAME: 0067

LIVE NATION MOTOR SPORTS, INC.

By: _____

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

LIVE NATION MUSIC CLEVELAND, LLC,

by LIVE NATION CONCERTS, INC., its sole member,

By: _____

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

LIVE NATION MUSIC GROUP, INC.

by: _____

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

LIVE NATION TOURING, INC.

by: _____

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

LIVE NATION WORLDWIDE, INC.,

by

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

PAVILION PARTNERS, INC.,

by SM-LIVE NATION, INC., its partner,

by

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

SFX THEATRICAL GROUP, INC.,

by

Name: Alan Ridgeway
Title: Executive Vice President and Chief Financial Officer

TRADEMARK
REEL: 003596 FRAME: 0069

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By

Name: TINA L. RUYTER
Title: VICE PRESIDENT

Schedule I
to the Trademark
Security Agreement

Bill Graham Enterprises, Inc.

US Trademark Registrations

Trademark	Reg. No.	Reg. Date
BGP & Design	3082063	4/18/2006
CHUCK MORRIS PRESENTS	3087662	5/2/2006
CHUCK MORRIS PRESENTS & Design	3090164	5/2/2006
THE FILLMORE	3175606	11/21/2006
THE FILLMORE	3049045	1/21/2006

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Schedule I
to the Trademark
Security Agreement

House of Blues Brands Corp.

U.S. Trademark Applications

Title	App. Serial No.	Filing Date
Godspeed	77/140760	26-Mar-07
Godspeed	77/140750	26-Mar-07
House of Kids	78961979	28-August-06
House of Kids	78962065	28-August-06
House of Kids	78962013	28-August-06
House of Kids	78962033	28-August-06
House of Kids	77205455	13-June-07
House of Kids	77205481	13-June-07

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Schedule I
to the Trademark
Security Agreement

Live Nation Motor Sports, Inc.

US Trademark Applications

Trademark	App. No.	App. Date
AFTERBURNER	77127547	3/9/2007
CAPTAIN'S CURSE	77129563	3/13/2007
CAPTAIN'S CURSE	77129626	3/13/2007
CAPTAIN'S CURSE	77129887	3/13/2007
CAPTAIN'S CURSE	77129906	3/13/2007
DIGGER	78960136	8/24/2006
DIGGER'S DUNGEON	78960575	8/25/2006
GRAVE DIGGER	77076337	1/4/2007
GRAVE DIGGER RACE SHOP	77002074	9/19/2007
STREET WARRIORZ & Design	78849118	3/29/2007
SUPERCROSS LIVE!	78817274	2/17/2006
WORLDSUPERCROSS GP & Design	78812468	2/10/2006
WORLDSUPERCROSS GP & Design	78812456	2/10/2006
WORLDSUPERCROSS GP & Design	78812374	2/10/2006
WORLDSUPERCROSS GP & Design	78812336	2/10/2006

Schedule I
to the Trademark
Security Agreement

Live Nation Music Cleveland, LLC

US Trademark Registrations

Trademark	Reg. No.	Reg. Date
GREAT AMERICAN RIB COOK-OFF	1803931	11/9/1993
HIGH SCHOOL ROCK-OFF	2417449	1/2/2001
TASTE OF CLEVELAND & DESIGN	2844823	5/25/2004
MIDWEST BREWFEST	2878408	8/11/2004
BELKIN PRODUCTIONS	3012396	11/1/2005
BELKIN PRODUCTIONS & DESIGN	3035675	12/27/2005

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Schedule I
to the Trademark
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Live Nation Music Group, Inc.

US Trademark Applications

Trademark	App. No.	App. Date
COUNTRY MEGATICKET	78838089	3/15/2006

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Schedule I
to the Trademark
Security Agreement

Live Nation Worldwide, Inc.

US Trademark Registrations

Trademark	Reg. No.	Reg. Date
IT'S BETTER LIVE ACCESS	2692302	3/4/2003
LIVE NATION SET LIST	3223721	4/3/2007
LIVE NATION TICKETS	3226595	4/10/2007
LIVE NATION TICKETS	3223715	4/3/2007
GRASS PASS	3216087	3/6/2007
SETLIST	3223720	4/3/2007

US Trademark Applications

Trademark	App. No.	App. Date
ARTIST NATION	77140357	3/26/2007
ARTIST NATION	77140406	3/26/2007
ARTIST NATION	77140508	3/26/2007
ARTIST NATION	77165120	4/25/2007
ARTIST NATION	77165113	4/25/2007
ARTIST NATION	77165109	4/25/2007
ARTIST NATION	77165086	4/25/2007
ARTIST NATION	77189562	5/24/2007
ARTIST NATION	77189566	5/24/2007
ARTIST NATION	77189570	5/24/2007
CONCERT NATION	77189429	5/24/2007
CONCERT NATION	77189453	5/24/2007
CONCERT NATION	77189460	5/24/2007
CONCERT NATION	77189469	5/24/2007
CONCERT NATION	77189473	5/24/2007
CONCERT NATION	77189482	5/24/2007
CONCERT NATION	77189488	5/24/2007

CONCERT NATION	77189493	5/24/2007
CONCERT NATION	77191964	5/29/2007
FAN NATION	77179209	5/11/2007
FAN NATION	77179194	5/11/2007
FAN NATION	77179189	5/11/2007
FAN NATION	77179185	5/11/2007
FAN NATION	77179178	5/11/2007
FAN NATION	77179170	5/11/2007
FAN NATION	77179142	5/11/2007
FAN NATION	77191973	5/29/2007
FILLMORE	77094860	1/30/2007
FILLMORE	77094871	1/30/2007
FILLMORE	77095452	1/31/2007
FILLMORE	77100272	2/6/2007
FILLMORE	77111200	2/20/2007
FILLMORE	77111193	2/20/2007
FILLMORE	77111186	2/20/2007
FILLMORE	77111181	2/20/2007
FILLMORE	77111176	2/20/2007
FILLMORE	77158813	4/17/2007
FILLMORE	77158807	4/17/2007
FILLMORE	77158803	4/17/2007
FILLMORE	77158796	4/17/2007
GREEN NATION	77178099	5/10/2007
GREEN NATION	77178091	5/10/2007
GREEN NATION	77178074	5/10/2007
GREEN NATION	77178063	5/10/2007
GREEN NATION	77178096	5/10/2007
GREEN NATION	77178085	5/10/2007
GREEN NATION	77178067	5/10/2007

GREEN NATION	77180075	5/14/2007
HALF WAY DAY	77150640	4/6/2007
HALF WAY DAY	77150634	4/6/2007
LIVE NATION	78772533	12/13/2005
LIVE NATION	77129496	3/13/2007
LIVE NATION	77129473	3/13/2007
LIVE NATION	77129445	3/13/2007
LIVE NATION	77171978	5/3/2007
LIVE NATION	77193583	5/30/2007
LIVE NATION	77193575	5/30/2007
LIVE NATION	77193568	5/30/2007
LIVE NATION & Design	78903812	6/18/2006
MEGATICKET	78947571	8/8/2006
MISC DESIGN (I-MAN)	78940361	7/28/2006
MISC DESIGN (I-MAN)	77171992	5/3/2007
MISC DESIGN (I-MAN)	77193652	5/30/2007
MISC DESIGN (I-MAN)	77193648	5/30/2007
MISC DESIGN (I-MAN)	77193646	5/30/2007
MISC DESIGN (I-MAN)	77193637	5/30/2007
MISC DESIGN (I-MAN)	77193596	5/30/2007
MISC DESIGN (FILLMORE APPLE)	77105493	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105515	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105517	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105522	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105526	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105532	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105540	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105546	2/12/2007
MISC DESIGN (FILLMORE APPLE)	77105552	2/12/2007
RHYTHM & BLUES ON THE ROCKS	77188929	5/23/2007

TICKETRUSH	77060086	12/8/2006
TICKETRUSH	77060115	12/8/2006
TICKET RUSH	77060048	12/8/2006
TICKET RUSH	77060076	12/8/2006

Schedule I
to the Trademark
Security Agreement

SFX Theatrical Group, Inc.

US Trademark Applications

Trademark	App. No.	App. Date
BROADWAY ACROSS AMERICA & Design	77180308	5/14/2007

Southern Promotions, Inc.

State Trademark Registrations

Trademark	State	Reg. No.	Reg. Date
CHASTAIN	Georgia	T12378	1/8/1993

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