TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ticketmaster		08/19/2008	CORPORATION: DELAWARE
Paciolan, Inc.		08/19/2008	CORPORATION: DELAWARE
FLMG Holdings Corporation		08/19/2008	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:

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	1950244	ADMISSION
Registration Number:	2050596	ARCHTICS
Registration Number:	2498694	E.VENUE
Registration Number:	2851888	EENTRY
Registration Number:	2024310	MICROFLEX
Registration Number:	2657331	MUSEUMTIX
Registration Number:	2691887	MUSEUMTIX
Registration Number:	2503171	MUSEUMTIX.COM MTN MUSEUM TICKETING NETWORK ADMIT ONE
Registration Number:	2948486	PACIOLAN YOUR TICKETS, YOUR WAY.
Registration Number:	3049393	PAPERFAST
Registration Number:	3160214	SELL MORE TICKETS, BETTER
Registration Number:	2835383	TEAMEXCHANGE

CH $1165.00 1950244

Registration Number:	2545234	TICKETALERT
Registration Number:	2545235	TICKETALERT
Registration Number:	2765655	TICKETFAST
Registration Number:	1746016	TICKETMASTER
Registration Number:	3461191	TICKETMASTER
Registration Number:	2742550	TICKETMASTER
Registration Number:	2643508	TICKETMASTER
Registration Number:	3461192	TICKETMASTER
Registration Number:	2464562	TICKETMASTER.COM
Registration Number:	0898468	TICKETRON
Registration Number:	0902225	TICKETRON
Registration Number:	1098644	TICKETRON
Registration Number:	2128449	TICKETS FOR KIDS TICKETMASTER
Registration Number:	2750286	TICKETWEB
Registration Number:	2766757	TICKETWEB
Registration Number:	1399799	TM
Registration Number:	2593743	VISTA
Serial Number:	77449533	E.VENUE
Serial Number:	77439084	ECHO
Serial Number:	78968124	ENTÉRATE
Serial Number:	77439095	HELLO. HELLO.
Serial Number:	77189991	MOBILE TICKETMASTER
Serial Number:	77423696	PACIOLAN
Serial Number:	77423710	
Serial Number:	77336378	SPINE
Serial Number:	77116005	TICKETDEALS NETWORK
Serial Number:	77146212	TICKETDEALS NETWORK
Serial Number:	77452461	TICKETEXCHANGE BY TICKETMASTER
Serial Number:	78963097	TICKETMASTER ENTERATE
Serial Number:	77105537	TICKETMASTER EXPRESS
Serial Number:	77200975	TICKETMASTER INSIDER
Serial Number:	75857039	TICKETMASTER.COM
Serial Number:	75828372	USA NETWORKS ESOLUTIONS
Serial Number:	77266166	YOU LOVE FOOTBALL. NOW LIVE THE EXPERIENCE

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 202-408-3121x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	700542
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/27/2008

Total Attachments: 11

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 19, 2008, by Ticketmaster (the "Company") and certain subsidiaries of the Company party hereto (each subsidiary and the Company, a "Grantor", and, collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the holders of the Obligations, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the holders of the Obligations a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Applicable Collateral"):

(a) Trademarks of such Grantor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the

case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

TICKETMASTER
TICKETMASTER ADVANCE TICKETS, LLC
TICKETMASTER L.L.C.
TICKETMASTER EDCS LLC
TICKETMASTER CALIFORNIA GIFT CERTIFICATES L.L.C.
TICKETMASTER WEST VIRGINIA GIFT CERTIFICATES L.L.C.
TICKETMASTER GEORGIA GIFT CERTIFICATES L.L.C.
TICKETMASTER FLORIDA GIFT CERTIFICATES L.L.C.
MICROFLEX 2001 LLC
TICKETMASTER-INDIANA, L.L.C.
TICKETMASTER INDIANA HOLDINGS CORP.
TICKETMASTER NEW VENTURES HOLDINGS, INC.
TICKETMASTER CHINA VENTURES, L.L.C.
IAC PARTNER MARKETING, INC.
TM VISTA INC.
TICKETWEB INC.
TICKETMASTER MULTIMEDIA HOLDINGS LLC

By: _____
Name: Chris Riley
Title: S.V.P.

[Ticketmaster Trademark Security Agreement Signature Page]

THE V.I.P. TOUR COMPANY
TNOW ENTERTAINMENT GROUP, INC.
PREMIUM INVENTORY, INC.
EVENTINVENTORY.COM, INC.
NETTICKETS.COM, INC.
OPENSEATS, INC.
TICKETSNOW.COM, INC.
SHOW ME TICKETS, LLC
ECHOMUSIC, LLC

By: _____
Name: Chris Riley
Title: V.P.

[Ticketmaster Trademark Security Agreement Signature Page]

FLMG HOLDINGS CORP.

By: _____
Name: Chris Riley
Title:

[Ticketmaster Trademark Security Agreement Signature Page]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATION

Trademark Registrations:

Mark	Owner	Appln. No. Appln. Date	Reg. No. Reg. Date
ADMISSION	Ticketmaster Corporation	74/534526 06-Jul-1994	1950244 23-Jan-2006
ARCHTICS	Ticketmaster L.L.C.	75/065985 01-Mar-1996	2050596 08-Apr-2007
E. VENUE	Paciolan, Inc.	75/589051 16-Nov-1998	2498694 16-Oct-2001
EENTRY	Ticketmaster Corporation	78/137239 19-Jun-2002	2851888 08-Jun-2004
MICROFLEX	Ticketmaster Corporation	74/534527 07-Jun-1994	2024310 17-Dec-2006
MUSEUMTIX	Ticketmaster	76/087862 10-Jul-2000	2657331 03-Dec-2002
MUSEUMTIX	Ticketmaster	75/982575 10-Jul-2000	2691887 04-Mar-2003
MUSEUMTIX.COM MTN MUSEUM TICKETING NETWORK ADMIT ONE and Design	2B Technology, Inc.	76/065741 07-Jun-2000	2503171 30-Oct-2001

PACIOLAN YOUR TICKETS, YOUR WAY and Design	Pactiolan, Inc.	76/203698 01-Feb-2001	2948486 10-May-2005
PAPERFAST	Ticketmaster Corporation	78/456672 26-Jul-2004	3049393 24-Jan-2006
SELL MORE TICKETS, BETTER	Ticketmaster Corporation	78/496535 07-Oct-2004	3160214 17-Oct-2006
TEAMEXCHANGE	Ticketmaster Corporation	78/133810 06-Jun-2002	2835383 20-Apr-2004
TICKETALERT	Ticketmaster	75/859925 29-Nov-1999	2545234 05-Mar-2002
TICKETALERT	Ticketmaster	75/859926 29-Nov-1999	2545235 05-Mar-2002
TICKETFAST	Ticketmaster Corporation	78/084824 20-Sep-2001	2765655 16-Sep-2003
TICKETMASTER	Ticketmaster Corporation	74/213750 21-Oct-1991	1746016 12-Jan-2003
TICKETMASTER	Ticketmaster Corporation	77/307481 18-Oct-2007	3461191 08-Jul-2008
TICKETMASTER (Stylized in black and white)	Ticketmaster Corporation	75/868268 10-Dec-1999	2742550 29-Jul-2003
TICKETMASTER (Stylized in blue and yellow)	Ticketmaster Corporation	75/868267 10-Dec-1999	2643508 29-Oct-2002
TICKETMASTER and Design	Ticketmaster Corporation	77/307495 18-Oct-2007	3461192 08-Jul-2008
TICKETMASTER.COM	Ticketmaster Corporation	75/820905 13-Oct-1999	2464562 26-Jun-2001
TICKETRON	Ticketmaster Corporation	72/344464 24-Nov-1969	898468 08-Sep-2000
TICKETRON	Ticketmaster Corporation	72/344465 24-Nov-1969	902225 10-Nov-2000

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TICKETRON (Stylized)	Ticketmaster Corporation	73/142594 26-Sep-1977	1098644 08-Aug-1998
TICKETS FOR KIDS TICKETMASTER and Design	Ticketmaster Corporation	75/167405 17-Sep-1996	2128449 13-Jan-2008
TICKETWEB	Ticketweb, Inc.	78/112906 06-Mar-2002	2750286 12-Aug-2003
TICKETWEB and Design	Ticketweb, Inc.	78/112910 06-Mar-2002	2766757 23-Sep-2003
TM and Design	Ticketmaster Corporation	73/568428 14-Nov-1985	1399799 01-Jul-2006
VISTA	Ticketmaster	76/087855 10-Jul-2000	2593743 16-Jul-2002

Trademark Applications:

Mark	**Owner**	**Appln. No. Appln. Date**
E. VENUE	Ticketmaster Corporation	77/449533 16-Apr-2008
ECHO	Ticketmaster	77/439084 03-Apr-2008
ENTERATE	Ticketmaster Corporation	78/968124 06-Sep-2006
HELLO HELLO	Ticketmaster	77/439095 03-Apr-2008
MOBILE TICKETMASTER	Ticketmaster Corporation	77/189991 24-May-2007
PACIOLAN	Ticketmaster Corporation	77/423696 17-Mar-2008
PACIOLAN LOGO (STYLIZED AND/OR DESIGN)	Ticketmaster Corporation	77/423710 17-Mar-2008

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Mark	Owner	Appln. No. Appln. Date
SPINE	Ticketmaster Corporation	77/336378 26-Nov-2007
TICKETDEALS NETWORK	Ticketmaster Corporation	77/116005 26-Feb-2007
TICKETDEALS NETWORK & Design	Ticketmaster Corporation	77/146212 02-Apr-2007
TICKETEXCHANGE BY TICKETMASTER & Design	Ticketmaster	77/452461 18-Apr-2008
TICKETMASTER ENTERATE	Ticketmaster Corporation	78/963097 29-Aug-2006
TICKETMASTER EXPRESS	Ticketmaster Corporation	77/105537 12-Feb-2007
TICKETMASTER INSIDER	Ticketmaster Corporation	77/200975 07-Jun-2007
TICKETMASTER.COM	Ticketmaster Corporation	75/857039 24-Nov-1999
USA NETWORKS ESOLUTIONS	Ticketmaster Corporation	75/828372 21-Oct-1999
YOU LOVE FOOTBALL, NOW LIVE THE	Ticketmaster Corporation	77/266166 29-Aug-2007

RECORDED: 08/27/2008
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