

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/14/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ticketmaster Corporation		08/14/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Ticketmaster Group, Inc.
Street Address:	8800 Sunset Boulevard
City:	West Hollywood
State/Country:	CALIFORNIA
Postal Code:	90069
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77439095	HELLO. HELLO.
Serial Number:	77189991	MOBILE TICKETMASTER
Serial Number:	77336378	SPINE

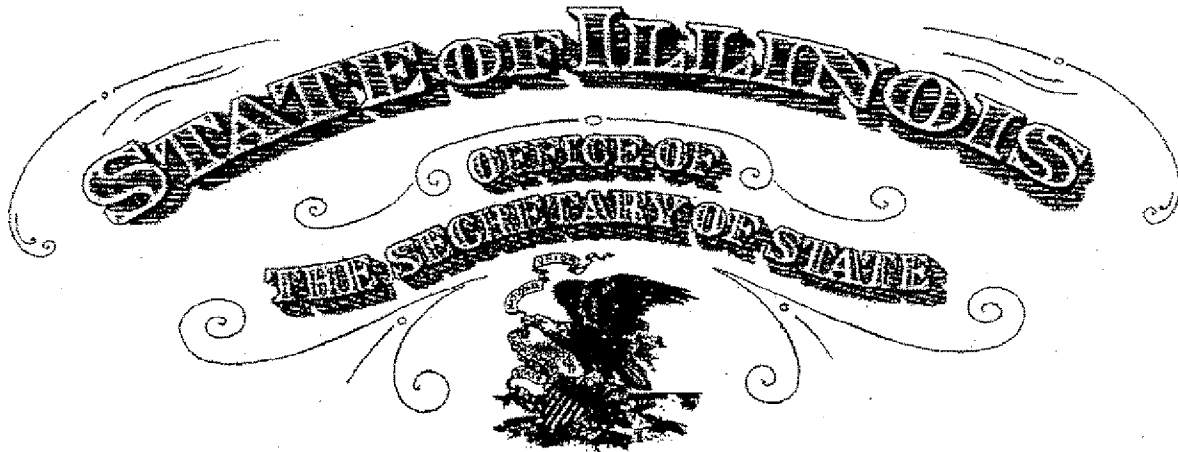
CORRESPONDENCE DATA

Fax Number: (312)554-8015
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-554-8000
 Email: rsacoff@pattishall.com
 Correspondent Name: Robert W. Sacoff
 Address Line 1: 311 S. Wacker Drive, Suite 5000
 Address Line 2: Suite 5000
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	00872-00001
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NAME OF SUBMITTER:	Robert W. Sacoff
Signature:	/RWS/
Date:	02/04/2009
Total Attachments: 7 source=TMC to TMG#page1.tif source=TMC to TMG#page2.tif source=TMC to TMG#page3.tif source=TMC to TMG#page4.tif source=TMC to TMG#page5.tif source=TMC to TMG#page6.tif source=TMC to TMG#page7.tif	



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 9 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR TICKETMASTER GROUP, INC. *****

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of SEPTEMBER A.D. 2008



Jesse White

SECRETARY OF STATE

Authentication #: 0824601957
Authenticate at: <http://www.cyberdriveillinois.com>

STEP TM1

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into on this 13th day of August, 2008 by and between Ticketmaster Corporation, an Illinois corporation ("Corp"), and Ticketmaster Group, Inc., an Illinois corporation ("Group").

WITNESSETH:

WHEREAS, Corp is a wholly owned subsidiary of Group; ✓

WHEREAS, Corp and Group desire for Corp to merge with and into Group, with Group as the surviving corporation (the "Merger"); ✓

WHEREAS, the Board of Directors of Corp by a duly adopted resolution has approved the terms of this Agreement and of the Merger and directed the submission of this Agreement to Corp's sole stockholder for approval;

WHEREAS, the Board of Directors of Group by a duly adopted resolution has approved the terms of this Agreement and of the Merger and directed the submission of this Agreement to Group's sole stockholder for approval; and ✓

WHEREAS, for United States federal income tax purposes, the Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and/or as a tax-free liquidation pursuant to Sections 332 and 337 of the Code, and the parties hereto wish to adopt this Agreement as a "plan of reorganization" and/or "plan of liquidation."

Error! Unknown document property name

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, Corp and Group hereby agree as follows:

1. MERGER. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), Corp shall be merged with and into Group in accordance with Section 11.05 of the Business Corporation Act of 1983 of the State of Illinois, as amended (the "IBCA") and any other applicable provisions of law. The separate corporate existence of Corp shall thereupon cease and Group shall be the surviving corporation. ✓

2. EFFECT OF MERGER. At and after the Effective Time, the Merger shall have the effects set forth in the IBCA.

3. ORGANIZATIONAL DOCUMENTS. The articles of incorporation of Group in effect immediately prior to the Effective Time shall not be amended in any respect by reason of the Merger and said articles of incorporation shall be the articles of incorporation of Group, as the surviving corporation, unless and until amended in accordance with their terms and applicable law. ✓

4. MANNER AND BASIS OF CONVERTING SHARES. The manner and basis of converting the shares of Corp and Group, upon the Effective Time, is as follows:

(a) Each share of common stock of Corp issued and outstanding or held in the treasury of Corp immediately prior to the Effective Time shall be automatically cancelled and cease to exist, without any conversion thereof; and

(b) Each share of common stock of Group issued and outstanding or held in the treasury of Group immediately prior to the Effective Time shall remain issued and outstanding or held in the treasury of the surviving corporation, as the case may be, and shall be unaffected by the Merger. ✓

5. EXPENSES OF THE MERGER. Group, as the surviving corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for. ✓

6. FURTHER ASSIGNMENT OR ASSURANCE. Group and Corp shall from time to time execute and deliver all such further documents and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. If at any time Group, as the surviving corporation, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Agreement, the proper representatives of Corp as of the Effective Time shall do all things necessary or proper to do so.

7. EFFECTIVE TIME. The Merger shall become effective upon the filing of the articles of merger with the Secretary of State of the State of Illinois (the "Effective Time"). ✓

8. TERMINATION. To the fullest extent permitted by Illinois law, this Agreement may be terminated, and the Merger and the other actions herein provided for may

be abandoned, by the Board of Directors of Corp or the Board of Directors of Group in their respective sole discretion at any time prior to the Effective Time, notwithstanding any approval of this Agreement by the stockholders of Corp or Group. If this Agreement is terminated pursuant to this Section, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

9. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

10. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of law thereof.

11. AMENDMENT AND WAIVER. To the fullest extent permitted by Illinois law, this Agreement may be amended by mutual consent of the Board of Directors of Corp and the Board of Directors of Group, and any provision hereof may be waived by the party against whom such waiver is sought to be enforced, at any time prior to the Effective Time, notwithstanding any approval of this Agreement by the stockholders of Corp or Group.

12. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effects as if the signatures thereto and hereto were upon the same instrument.


[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

TICKETMASTER CORPORATION

BY: 
Name: Chris Riley
Title: Senior Vice President

TICKETMASTER GROUP, INC.

BY: 
Name: Chris Riley
Title: Senior Vice President

Signature Page to Merger Agreement - Step TM1