12923

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	
MUSICTODAY, LLC, A VIRGINIA LLC		105/06/2010 I	LIMITED LIABILITY COMPANY: VIRGINIA	

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	1111 Fannin Street, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2712923	TICKETSTODAY
Registration Number:	2710808	TICKETSTODAY
Registration Number:	2685740	MUSICTODAY
Registration Number:	2685741	MUSICTODAY
Registration Number:	3409552	SPORTSTODAY

CORRESPONDENCE DATA

Fax Number: (800)516-6304

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

Phone: 614-280-3303

Email: michael.violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

TRADEMARK

REEL: 004204 FRAME: 0353

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NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	05/12/2010
Total Attachments: 5 source=6.Trademark#page1.tif source=6.Trademark#page2.tif source=6.Trademark#page3.tif source=6.Trademark#page4.tif source=6.Trademark#page5.tif	

Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of May 6, 2010 by MUSICTODAY, LLC, a Virginia limited liability company (the "<u>Grantor</u>"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

WITNESSETH

Whereas, the Grantor is 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 Grantor is 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 Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby grants to the Collateral Agent for the benefit of the holders of the Obligations a Lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the "<u>Applicable Collateral</u>"):

- (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. <u>Security Agreement</u>. 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 Grantor hereby acknowledges and affirms 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. <u>Termination</u>. 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 Grantor an instrument in writing in recordable form releasing the collateral pledge, grant,

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assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. 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, the 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.

MUSICTODAY, LLC

By:

LIVE NATION WORLDWIDE, INC.,

its sole member

By:

Name: Kathy Willard

Title: Executive Vice President

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.

as Collateral Agent

By:

real b

Ima Kuyter
Executive Directo

[Trademark Security Agreement Signature Page]

SCHEDULE I

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TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

RECORDED: 05/12/2010

UNITED STATES TRADEMARKS:

Registrations:

NUMBER; IN DATE TRADEMARK STATUS	23 TICKETSTODAY)03)8 TICKETSTODAY	2003 10 MUSICTODAY	, 2003 ii MUSICTODAY	, 2003 52 SPORTSTODAY	800
REGISTRATION NUMBER; OWNER REGISTRATION DATE	Musictoday, LLC	May 6, 2003 Musictoday, LLC 2,710,808	April 29, 2003 Musictoday, LLC 2,685,740	February 11, 2003 Musictoday, LLC 2,685,741	February 11, 2003 Musictoday, LLC 3,409,552	April 8, 2008

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TRADEMARK REEL: 004204 FRAME: 0359

Applications:

OWNER

STATUS

TRADEMARK

APPLICATION NUMBER; APPLICATION DATE