

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Live Nation Worldwide, Inc.		05/24/2012	CORPORATION: DELAWARE

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 Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4087824	TOWER THEATER
Registration Number:	4104921	OAKDALE THEATRE
Registration Number:	4090757	TLA
Registration Number:	4104963	THEATRE OF THE LIVING ARTS
Serial Number:	85406541	THE NOISE TOUR
Serial Number:	85346164	LOUISVILLE PALACE
Serial Number:	85346153	SAINT ANDREWS HALL

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$190.00 4087824

ATTORNEY DOCKET NUMBER:	043153-0010
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	06/13/2012
Total Attachments: 4 source=Live Nation Worldwide - Trademark Security Agreement#page1.tif source=Live Nation Worldwide - Trademark Security Agreement#page2.tif source=Live Nation Worldwide - Trademark Security Agreement#page3.tif source=Live Nation Worldwide - Trademark Security Agreement#page4.tif	

Grant of Security Interest in Trademarks

This **Trademark Security Agreement** is entered into as of May 24, 2012 by Live Nation Worldwide, Inc., Live Nation Entertainment, Inc. and HOB Entertainment, LLC (collectively, the "Grantors") and each, a "Grantor") in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent (in such capacity, the "Collateral Agent") under the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a Credit Agreement, dated as of May 6, 2010 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), among Grantors, the Foreign Borrowers party thereto, the Guarantors party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, and Goldman Sachs Credit Partners L.P. and Deutsche Bank Trust Company Americas, as Co-Syndication Agents.

WHEREAS, each Grantor is also party to a Security Agreement, dated as of May 6, 2010 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth above, each Grantor hereby agrees 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 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 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 each 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. 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.

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.

LIVE NATION ENTERTAINMENT, INC.
LIVE NATION WORLDWIDE, INC.
HOB ENTERTAINMENT, LLC




By: 
Name: Kathy Willard
Title: Executive Vice President

Accepted and Agreed:

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

By: 
Name: Tina Ruyter
Title: Executive Director

SCHEDULE I

	Owner	Trademark	Class	Serial No. Filing Date	Reg. No. Reg. Date
1.	HOB Entertainment, LLC	HOUSE OF BLUES ENTERTAINMENT & Design 	35	85401495 08/18/2011	4093940 01/31/2012
2.	HOB Entertainment, LLC	HOUSE OF BLUES ENTERTAINMENT & Design 	41	85401512 08/18/2011	4093941 01/31/2012
3.	HOB Entertainment, LLC	HOUSE OF BLUES ENTERTAINMENT & Design 	43	85401537 08/18/2011	4091158 01/14/2012
4.	Live Nation Worldwide, Inc.	THE NOISE TOUR	41	85406541 08/24/2011	
5.	HOB Entertainment, LLC	MYRTLE BEACH ROCKS	41	85410434 08/30/2011	4138241 05/08/2012
6.	HOB Entertainment, LLC	BREWAPALOOZA	41	85415623 09/06/2011	
7.	Live Nation Entertainment, Inc.	TICKETSNOW (DESIGN)	35	85254531 03/01/2011	4075317 12/20/2011
8.	Live Nation Entertainment, Inc.	ME + 3	41	85257347 03/03/2011	4071993 12/13/2011
9.	Live Nation Entertainment, Inc.	PRICEMASTER	9	85309841 05/02/2011	4082919 01/10/2012
10.	HOB Entertainment, LLC	LOCAL BREWS LOCAL GROOVES	41	85343595 06/10/2011	4087654 01/17/2012
11.	Live Nation Worldwide, Inc.	LOUISVILLE PALACE	35	85346164 06/20/2011	
12.	Live Nation Worldwide, Inc.	TOWER THEATER	35	85346139 06/14/2011	4087824 01/17/2012
13.	Live Nation Worldwide, Inc.	OAKDALE THEATRE	35	85346113 06/14/2011	4104921 02/28/2012
14.	Live Nation Worldwide, Inc.	SAINT ANDREWS HALL	35	85346153 06/14/2011	
15.	Live Nation Worldwide, Inc.	TLA	35	85349595 06/17/2011	4090757 01/24/2012
16.	Live Nation Worldwide, Inc.	THEATRE OF THE LIVING ARTS	35	85349585 06/17/2011	4104963 02/28/2012