

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
HARD EVENTS LLC		07/23/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

**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: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4067312	HARD
Registration Number:	4063455	HARD SUMMER
Registration Number:	3973823	HARD PRESENTS
Registration Number:	3856204	HARDFEST RADIO
Registration Number:	3589921	HARD

**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.*

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	043153-0010
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OP \$140.00 4067312

NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	07/25/2012
<b>Total Attachments: 5</b> source=HARD EVENTS LLC - Trademark Security Agreement#page1.tif source=HARD EVENTS LLC - Trademark Security Agreement#page2.tif source=HARD EVENTS LLC - Trademark Security Agreement#page3.tif source=HARD EVENTS LLC - Trademark Security Agreement#page4.tif source=HARD EVENTS LLC - Trademark Security Agreement#page5.tif	

## Grant of Security Interest in Trademarks

This **Trademark Security Agreement** is entered into as of July 23, 2012 by HARD Events LLC (the "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, 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 Grantor, Live Nation Entertainment, Inc., as Borrower, 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, 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 Grantor is required to execute and deliver this Trademark Security Agreement;

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

HARD EVENTS LLC

By:  \_\_\_\_\_

Name: Michael G. Rowles

Title: Executive Vice President, General Counsel  
& Secretary

Accepted and Agreed:

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

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, 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.

HARD EVENTS LLC

By: \_\_\_\_\_

Name: Michael G. Rowles

Title: Executive Vice President, General Counsel  
& Secretary

Accepted and Agreed:

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

By:  \_\_\_\_\_

Name:

Tina Ruyter

Title:

Executive Director

**SCHEDULE I**

	<b>Owner</b>	<b>Trademark</b>	<b>Class</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	HARD Events LLC	HARD	25 41	85353457 06/22/2011	4067312 12/06/2011
2.	HARD Events LLC	HARD SUMMER	25 41	85336425 06/02/2011	4063455 11/29/2011
3.	HARD Events LLC	HARD PRESENTS	41	85148617 10/8/2010	3973823 06/07/2011
4.	HARD Events LLC	HARDFEST RADIO	41	77937712 02/17/2010	3856204 10/05/2010
5.	HARD Events LLC	HARD	41	77372557 01/15/2008	3589921 03/17/2009