

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SFX-LIC OPERATING LLC		03/15/2013	LIMITED LIABILITY COMPANY:
BEATPORT, LLC		03/15/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue, 27th Floor,
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4051072	WORLD'S LARGEST PAINT PARTY
Registration Number:	4253706	STATE OF EMERGENCY
Registration Number:	4253707	CAN'T STOP THE STATE
Registration Number:	4253709	RMF
Registration Number:	3158076	BASEWARE
Registration Number:	4185671	BEATBOT
Registration Number:	2985842	BEATPORT
Registration Number:	4040816	BEATPORT MIX
Registration Number:	4040817	BEATPORT MIX
Registration Number:	4293035	BEATPORT SOUNDS
Registration Number:	3425679	BEATPORTAL
Registration Number:	3524861	BEATSOURCE

CH \$715.00 4051072

Registration Number:	3210719	
Registration Number:	3058549	LOG ON. GET DOWN.
Registration Number:	4211125	MASHBOX
Registration Number:	4163489	MY BEATPORT
Registration Number:	4119425	PLAY WITH MUSIC
Registration Number:	3145372	PROMOONE
Registration Number:	3380595	SOUNDMAIL
Serial Number:	85479845	DANCEGIVING SAVE ROOM FOR THE MUSIC
Serial Number:	85479913	I AM THANKFUL FOR MUSIC
Serial Number:	85601439	RIVALRY MUSIC FESTIVAL
Serial Number:	85613814	BEYONDGLOW
Serial Number:	85638822	LIFE IN COLOR
Serial Number:	85711666	BEATPORT
Serial Number:	85422724	BASEWARE DISTRIBUTION
Serial Number:	85455915	BEATPORT PRO
Serial Number:	85605758	PLAY WITH MUSIC

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-4559
Email: vindra.richter@weil.com
Correspondent Name: Vindra Richter c/o Weil et al
Address Line 1: 767 Fifth Ave.
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0083/AMARAGOSSIN/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	03/15/2013

Total Attachments: 8
source=SFX Trademark Security Agreement#page1.tif
source=SFX Trademark Security Agreement#page2.tif
source=SFX Trademark Security Agreement#page3.tif
source=SFX Trademark Security Agreement#page4.tif
source=SFX Trademark Security Agreement#page5.tif
source=SFX Trademark Security Agreement#page6.tif
source=SFX Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 15, 2013, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of Barclays Bank PLC, as Collateral Agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof (the "Guarantee and Collateral Agreement"), among SFX INTERMEDIATE HOLDCO II LLC (the "Borrower"), the grantors party thereto, and the Collateral Agent, the Grantors are required to execute and deliver this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement and the rules of construction and other interpretive provisions specified in Section 1.02 of the Credit Agreement shall apply to this Agreement.

Accordingly, the Grantors and the Collateral Agent agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Guarantee and Collateral Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


SECTION 6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Law of the State of New York.

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

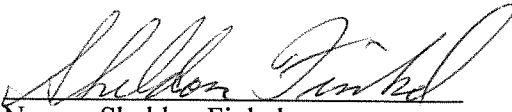
SFX-LIC OPERATING LLC

By: 
Name: Sheldon Finkel
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004983 FRAME: 0849

BEATPORT, LLC

By: 

Name: Sheldon Finkel

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 004983 FRAME: 0850

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Registrations

TRADEMARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	STATUS	OWNER
WORLD'S LARGEST PAINT PARTY	85/240,789 2/11/2011	4,051,072 11/1/2011	Registered	SFX-LIC Operating LLC
STATE OF EMERGENCY	85/601,379 4/18/2012	4,253,706 12/4/2012	Registered	SFX-LIC Operating LLC
CAN'T STOP THE STATE	85/601,397 4/18/2012	4,253,707 12/4/2012	Registered	SFX-LIC Operating LLC
RMF	85/601,420 4/18/2012	4,253,709 12/4/2012	Registered	SFX-LIC Operating LLC
BASEWARE	78/753,029 11/14/2005	3,158,076 10/17/2006	Registered	BEATPORT, LLC
BEATBOT	85/485860 12/2/2011	4,185,671 8/7/12	Registered	BEATPORT, LLC
BEATPORT	76/518,151 5/30/2003	2,985,842 8/16/2005	Registered	BEATPORT, LLC
BEATPORT MIX	85/152,799 10/14/2010	4,040,816 10/18/2011	Registered	BEATPORT, LLC

TRADEMARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	STATUS	OWNER
BEATPORT MIX & Design 	85/153,116 10/14/2010	4,040,817 10/18/2011	Registered	BEATPORT, LLC
BEATPORT SOUNDS	85/396,844 8/12/2011	4,293,035 2/19/2013	Registered	BEATPORT, LLC
BEATPORTAL & Design 	77/198,205 6/5/2007	3,425,679 5/13/2008	Registered	BEATPORT, LLC
BEATSOURCE	77/20118,769 2/28/2007	3,524,861 10/28/2008	Registered	BEATPORT, LLC
GET DOWN Logo 	78/755,864 11/17/2005	3,210,719 2/20/2007	Registered	BEATPORT, LLC
LOG ON. GET DOWN.	76/627,972 1/13/2005	3,058,549 2/14/2006	Registered	BEATPORT, LLC
MASHBOX	85/343,701 6/10/2011	4,211,125 9/18/2012	Registered	BEATPORT, LLC
MY BEATPORT	85/332,533 5/27/2011	4,163,489 6/26/2012	Registered	BEATPORT, LLC

TRADEMARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	STATUS	OWNER
PLAY WITH MUSIC	85/204,693 12/23/2010	4,119,425 3/27/2012	Registered	BEATPORT, LLC
PROMOONE PromoOne	78/737,889 10/21/2005	3,145,372 9/19/2006	Registered	BEATPORT, LLC
SOUNDMAIL & Design 	77/157,863 4/16/2007	3,380,595 2/12/2008	Registered [To be Abandoned]	BEATPORT, LLC

U.S. Federal Trademark Applications

TRADEMARK	APPLICATION NO. AND DATE	STATUS	OWNER
DANCEGIVING SAVE ROOM FOR THE MUSIC	85/479,845 11/23/2011	Published	SFX-LIC Operating LLC
I AM THANKFUL FOR MUSIC	85/479,913 11/23/2011	Allowed	SFX-LIC Operating LLC
RIVALRY MUSIC FESTIVAL	85/601,439 4/18/2012	Final OA Issued	SFX-LIC Operating LLC
BEYONDGLOW	85/613,814 5/1/2012	Approved for Publication	SFX-LIC Operating LLC

TRADEMARK	APPLICATION NO. AND DATE	STATUS	OWNER
LIFE IN COLOR	85/638,822 5/30/2012	Approved for Publication	SFX-LIC Operating LLC
BEATPORT	85/711,666 8/23/2012	Approved for Publication	BEATPORT, LLC
BASEWARE DISTRIBUTION	85/422/724 9/14/2011	Notice of Publication Issues	BEATPORT, LLC
BEATPORT PRO	85/455,915 10/25/2011	Published; Opposed	BEATPORT, LLC
PLAY WITH MUSIC	85/605,758 4/23/2012	Allowed	BEATPORT, LLC