

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Live Nation Entertainment, Inc.		08/16/2013	CORPORATION: DELAWARE
HOB Entertainment LLC		08/16/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Openseats, Inc.		08/16/2013	CORPORATION: ILLINOIS
Live Nation Worldwide, Inc.		08/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	500 Stanton Christiana Rd., Ops 2, FL 3
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 19		
Property Type	Number	Word Mark
Registration Number:	3234645	ACTION FOR THE ARTS
Registration Number:	4031305	HOUSE OF BLUES
Registration Number:	2050596	ARCHTICS
Registration Number:	3954678	LIVE NATION ENTERTAINMENT
Registration Number:	3954680	LIVE NATION ENTERTAINMENT
Registration Number:	3954693	TICKETWEB
Registration Number:	4106798	FAN NETWORK
Registration Number:	4213977	DO RESALE RIGHT
Registration Number:	4234517	REXLY
Registration Number:	2453172	MUSIC MIDTOWN
Registration Number:	3880068	LIVE NATION SPECIAL EVENTS

OP \$490.00 3234645

Registration Number:	3950510	LIVE NATION NETWORK
Registration Number:	4046807	RED SKY
Registration Number:	4057622	LIVE NATION
Registration Number:	4061381	RED SKY
Registration Number:	4198527	ROCK FLIGHT
Registration Number:	4306513	WATERSHED
Registration Number:	2515454	OPENSEATS.COM
Serial Number:	86010472	BIG MAMA'S LOUNGE

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Elaine Carrera, Legal Assistant

Signature:

/Marina Kelly Thomson Reuters/

Date:

08/19/2013

Total Attachments: 8

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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Live Nation Worldwide, Inc., a Delaware Corporation
Citizenship – US – Delaware

HOB Entertainment, LLC, a Virginia Limited Liability Company
Citizenship – US – Virginia

Openseats, Inc., an Illinois Corporation
Citizenship – US – Illinois

Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of August 16, 2013 by LIVE NATION ENTERTAINMENT, INC., LIVE NATION WORLDWIDE, INC., HOB ENTERTAINMENT, LLC and OPENSEATS, INC. (each, a "Grantor," and collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W i t n e s s e t h:

Whereas, each of the Grantors 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 such 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 Secured Parties, to enter into the Credit Agreement, each of the Grantors 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 of the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties 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, including those 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 of the Grantors 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 here-
to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


[signature page follows]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


LIVE NATION ENTERTAINMENT, INC.

By:

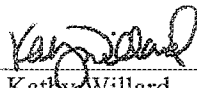

Name: Michael Rowles
Title: Executive Vice President,
General Counsel and Secretary

HOB ENTERTAINMENT, LLC


By:


Name: Michael Rowles
Title: President

LIVE NATION WORLDWIDE, INC.

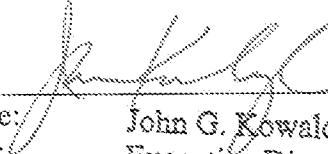
By: 
Name: Kathy Willard
Title: Executive Vice President, Chief
Financial Officer and Assistant
Secretary

OPENSEATS, INC.

By: 
Name: Kathy Willard
Title: Executive Vice President and Assistant
Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: John G. Kowalczyk
Title: Executive Director

{U.S. Trademark Security Agreement}

TRADEMARK
REEL: 005093 FRAME: 0290

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
HOB Entertainment, LLC	3234645	ACTION FOR THE ARTS
HOB Entertainment, LLC	4031305	HOUSE OF BLUES
Live Nation Entertainment, Inc.	2050596	ARCHTICS
Live Nation Entertainment, Inc.	3954678	LIVE NATION ENTERTAINMENT
Live Nation Entertainment, Inc.	3954680	LIVE NATION ENTERTAINMENT
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Live Nation Worldwide, Inc.	4198527	ROCK FLIGHT
Live Nation Worldwide, Inc.	4306513	WATERSHED
Openseats, Inc.	2515454	OPENSEATS.COM

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
HOB Entertainment, LLC	86010472	BIG MAMA'S LOUNGE