TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SFX-LIC Operating LLC		02/04/2014	LIMITED LIABILITY COMPANY:
Made Event, LLC		02/04/2014	LIMITED LIABILITY COMPANY:
Beatport, LLC		02/04/2014	LIMITED LIABILITY COMPANY:
SFX Marketing LLC		02/04/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	425 Walnut Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	85240789	WORLD'S LARGEST PAINT PARTY
Serial Number:	85601379	STATE OF EMERGENCY
Serial Number:	85601397	CAN'T STOP THE STATE
Serial Number:	85601420	RMF
Serial Number:	85638822	LIFE IN COLOR
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

CH $1240.00 85240789

Serial Number:	85943432	PAINTOPIA
Serial Number:	85884181	LIFE IN COLOR
Serial Number:	85884227	WORLD'S LARGEST PAINT PARTY
Serial Number:	86029879	I GO HARD IN THE PAINT
Serial Number:	78753029	BASEWARE
Serial Number:	85485860	BEATBOT
Serial Number:	76518151	BEATPORT
Serial Number:	85152799	BEATPORT MIX
Serial Number:	85153116	BEATPORT MIX
Serial Number:	85396844	BEATPORT SOUNDS
Serial Number:	77198205	BEATPORTAL
Serial Number:	77118769	BEATSOURCE
Serial Number:	78755864	
Serial Number:	76627972	LOG ON. GET DOWN.
Serial Number:	85343701	MASHBOX
Serial Number:	85332533	MY BEATPORT
Serial Number:	85204693	PLAY WITH MUSIC
Serial Number:	78737889	PROMOONE
Serial Number:	77157863	SOUNDMAIL
Serial Number:	85605758	PLAY WITH MUSIC
Serial Number:	85711666	BEATPORT
Serial Number:	85422724	BASEWARE DISTRIBUTION
Serial Number:	85455915	BEATPORT PRO
Serial Number:	85920281	BEATPORT
Serial Number:	85959355	BEATPORT LOUNGE
Serial Number:	85919987	BEATPORT PLAY
Serial Number:	85954236	SOUNDS TO SAMPLE
Serial Number:	86060932	WE KNOW THE FEELING
Serial Number:	86080058	BEATPORT AMPLIFY
Serial Number:	85936625	ELECTRIC ZOO
Serial Number:	77711013	ELECTRIC ZOO
Serial Number:	77565155	MADE
Serial Number:	85922887	MADE
Serial Number:	85923072	ELECTRIC ZOO
Serial Number:	85925263	ELECTRIC ZOO

	85936974	MADE
Serial Number:	86144558	ELECTRIC BOO
Serial Number:	86144746	SUNDAY SCHOOL
Serial Number:	86144819	SUNDAY SCHOOL
Serial Number:	85571597	FAME HOUSE

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: 2123108000

Email: brian.lee@weil.com

Correspondent Name: Tom Hashagen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0117/T. HASHAGEN/BL
NAME OF SUBMITTER:	Tom Hashagen
Signature:	/Tom Hashagen/
Date:	02/05/2014

Total Attachments: 15

source=Executed - Second Lien Trademark Security Agreement#page1.tif
source=Executed - Second Lien Trademark Security Agreement#page2.tif
source=Executed - Second Lien Trademark Security Agreement#page3.tif
source=Executed - Second Lien Trademark Security Agreement#page4.tif
source=Executed - Second Lien Trademark Security Agreement#page5.tif
source=Executed - Second Lien Trademark Security Agreement#page6.tif
source=Executed - Second Lien Trademark Security Agreement#page7.tif
source=Executed - Second Lien Trademark Security Agreement#page8.tif
source=Executed - Second Lien Trademark Security Agreement#page9.tif
source=Executed - Second Lien Trademark Security Agreement#page10.tif
source=Executed - Second Lien Trademark Security Agreement#page11.tif
source=Executed - Second Lien Trademark Security Agreement#page12.tif
source=Executed - Second Lien Trademark Security Agreement#page13.tif
source=Executed - Second Lien Trademark Security Agreement#page14.tif
source=Executed - Second Lien Trademark Security Agreement#page15.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 4, 2014, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of U.S. Bank National Association, as Collateral Agent (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 Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (the "Guarantee and Collateral Agreement"), among SFX Entertainment, Inc. (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:
Title:

TRADEMARK
REEL: 005208 FRAME: 0586

MADE EVENT, LLC

By: _____

Name:

Title:

BEATPORT, LLC

By: _____

Name:

Title:

SFX MARKETING LLC

By: _____

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By Linda Garcia
Name: Linda Garcia
Title: Vice President

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
LIFE IN COLOR	85/638,822 5/30/2012	4,429,570 11/5/2013	Registered	SFX-LIC Operating LLC

U.S. Federal Trademark Applications

TRADEMARK	APPLICATION NO. AND DATE	OWNER
DANCEGIVING SAVE ROOM FOR THE MUSIC	85/479,845 11/23/2011	SFX-LIC Operating LLC
I AM THANKFUL FOR MUSIC	85/479,913 11/23/2011	SFX-LIC Operating LLC
RIVALRY MUSIC FESTIVAL	85/601,439 4/18/2012	SFX-LIC Operating LLC
BEYONDGLOW	85/613,814 5/1/2012	SFX-LIC Operating LLC
PAINTOPIA	85/943,432 05/28/2013	SFX-LIC Operating LLC
LIFE IN COLOR	85/884,181 3/22/2013	SFX-LIC Operating LLC
WORLD'S LARGEST PAINT PARTY	85/884,227 3/22/2013	SFX-LIC Operating LLC
I GO HARD IN THE PAINT	86/029,879 8/6/2013	SFX-LIC Operating LLC

U.S. Federal Trademark Registrations

TRADEMARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	STATUS	OWNER
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
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

TRADEMARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	STATUS	OWNER
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
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 SOUNDMAIL	77/157,863 4/16/2007	3,380,595 2/12/2008	Registered	BEATPORT, LLC
PLAY WITH MUSIC	85/605,758 4/23/2012	4,451,997 12/17/2013	Registered	BEATPORT, LLC

U.S. Federal Trademark Applications

TRADEMARK	APPLICATION NO. AND DATE	OWNER
BEATPORT	85/711,666 8/23/2012	BEATPORT, LLC
BASEWARE DISTRIBUTION	85/422,724 9/14/2011	BEATPORT, LLC
BEATPORT PRO	85/455,915 10/25/2011	BEATPORT, LLC
BEATPORT (stylized) & Design	85/920,281 5/1/2013	BEATPORT, LLC
BEATPORT LOUNGE	85/959,355 6/13/2013	BEATPORT, LLC
BEATPORT PLAY (stylized) & Design	85/919,987 5/1/2013	BEATPORT, LLC
SOUNDS TO SAMPLE	85/954,236 6/7/2013	BEATPORT, LLC
WE KNOW THE FEELING	86/060,932 9/10/2013	BEATPORT, LLC
BEATPORT AMPLIFY	86/080,058 10/1/2013	BEATPORT, LLC

US_ACTIVE:\44419356\3\21151.0117
TRADEMARK
REEL: 005208 FRAME: 0595

U.S. Federal Trademark Registrations

TRADEMARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	STATUS	OWNER
ELECTRIC ZOO (word mark)	85/936,625 5/20/2013	4,447,907 12/10/2013	Registered	MADE EVENT, LLC
ELECTRIC ZOO (design)	77/711,013 4/9/2009	3,747,742 2/9/2010	Registered	MADE EVENT, LLC
Made (design)	77/565,155 9/8/2008	3,605,821 4/14/2009	Registered	MADE EVENT, LLC

U.S. Federal Trademark Applications

TRADEMARK	APPLICATION NO. AND DATE	OWNER
MADE (word mark)	85/922,887 5/3/2013	MADE EVENT, LLC
ELECTRIC ZOO (word mark)	85/923,072 5/3/2013	MADE EVENT, LLC
ELECTRIC ZOO (word mark)	85/925,263 5/7/2013	MADE EVENT, LLC
MADE (word mark)	85/936,974 5/20/2013	MADE EVENT, LLC
ELECTRIC BOO	86/144,558 12/16/2013	MADE EVENT, LLC

TRADEMARK	APPLICATION NO. AND DATE	OWNER
SUNDAY SCHOOL	86/144,746 12/16/2013	MADE EVENT, LLC
SUNDAY SCHOOL	86/144,819 12/16/2013	MADE EVENT, LLC

U.S. Federal Trademark Registrations

TRADEMARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	STATUS	OWNER
FAME HOUSE	85/571,597 3/16/2012	4,241,401 11/13/2012	Registered	SFX MARKETING LLC