

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclay's Bank PLC		02/04/2014	Bank:

RECEIVING PARTY DATA

Name:	SFX-LIC Operating LLC
Street Address:	650 MADISON AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

Name:	Beatport, LLC
Street Address:	650 MADISON AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 28

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:	78753029	BASEWARE
Serial Number:	85485860	BEATBOT
Serial Number:	76518151	BEATPORT
Serial Number:	85152799	BEATPORT MIX

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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:	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: 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: 7

TRADEMARK
REEL: 005208 FRAME: 0605

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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release"), dated as of February 4, 2014, from Barclays Bank PLC, as administrative and collateral agent (in such capacity, together with its successors in such capacity, the "Agent") for the several banks and other financial institutions or entities that are parties to the Credit Agreement (as hereinafter defined), is entered into in favor of SFX-LIC Operating LLC and Beatport, LLC (the "Grantors"). Capitalized terms used herein without definition are used as defined in (i) the Credit Agreement, dated as of January 31, 2014, among SFX INTERMEDIATE HOLDCO II LLC (the "Borrower"), SFX INTERMEDIATE HOLDCO I LLC ("Holdings"), the Agent and the other parties thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Guarantee and Collateral Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of March 15, 2013 (the "Guarantee and Collateral Agreement"), made by the Borrower, Holdings and the subsidiaries of Holdings, including the Grantors, in favor of the Agent, a security interest was granted by the Grantors to the Agent in certain Trademarks (as hereinafter defined);

WHEREAS, a Trademark Security Agreement (the "Trademark Security Agreement"), dated as of March 15, 2013, made by each Grantor in favor of the Agent was recorded in the Trademark Division of the United States Patent and Trademark Office on March 15, 2013, at Reel 4983, Frame 0844, pursuant to which a security interest was granted by the Grantors to the Agent in the Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademarks and Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Guarantee and Collateral Agreement and the Collateral pursuant to the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term “Trademarks,” as used herein, shall mean (i) United States trademarks, trade names, domain names, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including, without limitation, any registrations and applications for registrations in respect of the foregoing referred to in Schedule I, all common-law rights related thereto and all goodwill of the business connected with the use of or symbolized by any of the foregoing and (ii) the right to obtain all renewals thereof, in each case, that were encumbered pursuant to the Trademark Security Agreements.

2. Release of Security Interest: The Agent hereby irrevocably and unconditionally terminates, releases and discharges its security interest in the Trademarks and Collateral, and any right, title or interest of the Agent in such Trademarks and Collateral shall hereby cease and become void.


3. Further Assurances: At the request and sole expense of the Grantors, the Agent shall execute and deliver to each Grantor such documents as such Grantor shall reasonably request to evidence the release of such Agent’s security interest in the Trademarks and Collateral.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the United States, with respect to trademark issues and in all other respects including as to validity (except trademark validity), interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,
as Agent

By: 
Name: _____
Title: **Craig Malloy**
Director

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 005208 FRAME: 0609


SCHEDULE I

Trademarks

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