

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFX Entertainment, Inc.		05/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	190 South LaSalle Street, 10th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86266985	BEACH BLANKET BINGO	
Serial Number:	86266952	DISCO BEACH	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 318 6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	79617.00006 (SECOND LIEN)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	05/30/2014		
Total Attachments: 4			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 29, 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").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Collateral Agreement, dated as of February 4, 2014 (the "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 Collateral Agreement and the rules of construction and other interpretive provisions specified in Section 1.03 of the Indenture 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 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 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 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 Collateral Agreement, the terms of the 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 ENTERTAINMENT, INC.

By: 
Name: Richard Rosestein
Title: Chief financial officer

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Registrations

Jurisdiction	Name/ Design/ Title	Status	Serial Number	Registration or Application Date	Owner
US	BEACH BLANKET BINGO	Pending	86266985	April 30, 2014	SFX Entertainment, Inc.
US	DISCO BEACH	Pending	86266952	April 30, 2014	SFX Entertainment, Inc.

Second Lien Trademark Security Agreement

LEGAL_US_E # 109891490.3

RECORDED: 05/30/2014

**TRADEMARK
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