

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DCP Rights, LLC		12/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	390 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3646648	DICK CLARK'S NEW YEAR'S ROCKIN' EVE	
Registration Number:	1835779	NEW YEAR'S ROCKIN' EVE	
Registration Number:	3777390	AMERICAN MUSIC AWARDS	
Registration Number:	3541597	AMA	
Registration Number:	1222096	THE AMERICAN MUSIC AWARDS	
Registration Number:	1631927		
Serial Number:	86069069	LATIN AMERICAN MUSIC AWARDS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mmakover@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20949-001		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	12/30/2014		

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Total Attachments: 4

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Grant”), dated as of December 29, 2014, made by DCP RIGHTS, LLC, a Delaware limited liability company (the “Grantor”), in favor of CITIBANK, N.A. (the “Trustee”). Capitalized terms used in this Grant (including the preamble and the recitals hereto), and not defined in this Grant, shall have the meanings assigned to such terms in the Indenture (as defined below).

WHEREAS, Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill symbolized by or associated with such Trademarks; and

WHEREAS, pursuant to the Base Indenture, dated as of December 29, 2014, by and between Grantor and the Trustee (the “Indenture”) to secure the Obligations, Grantor granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain assets of Grantor, including the Trademarks and the goodwill symbolized by or associated with the Trademarks and all Proceeds and products of the foregoing and all collateral security and guarantees and other supporting obligations given by any Person with respect to the foregoing (collectively the “Trademark Collateral”); and

WHEREAS, pursuant to Section 8.25(c) of the Indenture, Grantor agreed to execute and deliver to the Trustee this Grant for purposes of recording the same with the U.S. Patent and Trademark Office (the “PTO”) to evidence, confirm, perfect and protect the security interest in the Trademark Collateral granted under the Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided, that the grant of security interest hereunder shall not include any application for a trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all such PTO applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not cause such trademark to be deemed invalidated, cancelled or abandoned.

1. The parties intend that this Grant is made for recordation purposes. The terms of this Grant shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee’s interest in the Trademark Collateral. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in the Trademark Collateral in favor of the Trustee, for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Grant together with the annexed Schedule 1.2. Grantor and the Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral granted hereby may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD

TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK)

4. The parties may sign any number of copies of this Grant. Each signed copy shall be an original, but all of them together represent the same agreement.

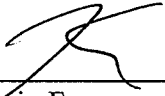
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IN WITNESS WHEREOF, the undersigned has caused this Grant of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first written above.

Grantor:

DCP RIGHTS, LLC

By: _____


Name: Craig Fox

Title: Authorized Person

SCHEDULE 1

TRADEMARKS

MARK	OWNER	JURISDICTION	APP. NUMBER	REG. NUMBER	INTERNATIONAL CLASSES
Dick Clark's New Year's Rockin' Eve	Dick Clark Productions, Inc.	U.S. Federal	77621416	3,646,648	41
New Year's Rockin' Eve	Dick Clark Productions, Inc.	U.S. Federal	74429209	1,835,779	41
American Music Awards	Dick Clark Productions, Inc.	U.S. Federal	77815322	3,777,390	41
AMA	Dick Clark Productions, Inc.	U.S. Federal	77389781	3,541,597	41
The American Music Awards	Dick Clark Productions, Inc.	U.S. Federal	73248257	1,222,096	41
American Music Awards Statuette Graphic	Dick Clark Productions, Inc.	U.S. Federal	74048738	1,631,927	41
Latin American Music Awards	Dick Clark Productions, Inc.	U.S. Federal	86069069	<i>Pending</i>	41

TRADEMARK