

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SFXE IP LLC		10/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Spring Awakening, LLC		10/09/2015	LIMITED LIABILITY COMPANY: ILLINOIS
Beatport, LLC		10/09/2015	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	190 S. LaSalle Street, 10th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85981116	ELECTRIC ZOO
Serial Number:	85626710	SA
Serial Number:	85626492	SPRING AWAKENING MUSIC FESTIVAL
Serial Number:	86480414	FLAVORUS
Serial Number:	85936625	ELECTRIC ZOO
Serial Number:	77711013	ELECTRIC ZOO
Serial Number:	77565155	MADE
Serial Number:	85925263	ELECTRIC ZOO
Serial Number:	85922887	MADE
Serial Number:	86684072	TRANCE ARENA
Serial Number:	86642589	
Serial Number:	86679941	SOMETHING WONDERFUL
Serial Number:	86679936	SOMETHING WICKED
Serial Number:	86555614	MAMBY

CH \$540.00 85981116

Property Type	Number	Word Mark
Serial Number:	86603207	FREAKY DEAKY
Serial Number:	86586496	PUSSY LOUNGE
Serial Number:	86560995	AMERICA'S LARGEST PAINT PARTY
Serial Number:	85640419	MAYDAY
Serial Number:	85584307	NATURE ONE
Serial Number:	85584217	NATURE ONE
Serial Number:	86684205	BEATPORT LOUNGE

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

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:	93857.00002 (SECOND LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	10/14/2015

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 9, 2015, 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);

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Agreement shall not extend to any Trademark application filed in the United States Patent and Trademark Office on the basis of any Grantor's intent-to-use such Trademark prior to the filing of a statement of use or amendment to allege use of such Trademark, if the grant of the security interest therein as contemplated by the Guarantee and Collateral Agreement would result in the unenforceability or invalidity of such Trademark application or the registration that issues therefrom; provided, that to the extent such application is excluded from the Collateral, upon the submission and acceptance of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall

automatically be included in the Collateral, without further action on any party's part, and other Excluded Assets.

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.

SFXE IP LLC


By: _____


Name: Richard Rosenstein
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005644 FRAME: 0827

SPRING AWAKENING, LLC

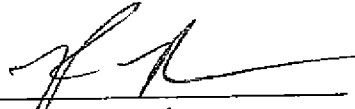
By: 
Name: Richard Rosenstein
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005644 FRAME: 0828

BEATPORT, LLC

By: _____



Name: Richard Rosenstein
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005644 FRAME: 0829

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: *Linda Garcia*
Name: **Linda E. Garcia**
Title: **Vice President**

[Signature Page to Second Lien Trademark Security Agreement]

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TRADEMARK
REEL: 005644 FRAME: 0830

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Registrations

TRADEMARK	APPLICATION NO. & DATE	REGISTRATION NO. & DATE	STATUS	OWNER
ELECTRIC ZOO	85981116 May 3, 2013	4570989 July 22, 2014	Registered	SFXE IP LLC
SA	85626710 May 16, 2012	4322176 April 16, 2013	Registered	SPRING AWAKENING, LLC
SPRING AWAKENING MUSIC FESTIVAL	85626492 May 15, 2012	4419403 October 15, 2013	Registered	SPRING AWAKENING, LLC
FLAVORUS	86480414 December 15, 2014	4785738 May 19, 2015	Registered	SFXE IP LLC
ELECTRIC ZOO (word mark)	85936625 May 20, 2013	4447907 December 10, 2013	Registered	SFXE IP LLC
ELECTRIC ZOO (word mark)	77711013 April 9, 2009	3747742 February 9, 2010	Registered	SFXE IP LLC
Made (design)	77565155 September 8, 2008	3605821 April 14, 2009	Registered	SFXE IP LLC
Electric Zoo	85/925,263 September 24, 2013	4,561,282 July 1, 2014	Registered	SFXE IP LLC

Made	85/922.887	4,558,569	Registered	SFXE IP LLC
	May 3, 2013	July 1, 2014		

U.S. Federal Trademark Applications

TRADEMARK	APPLICATION NO.	APPLICATION DATE	OWNER
TRANCE ARENA	86684072	July 6, 2015	SFXE IP LLC
BEATPORT LOGO	86642589	May 27, 2015	SFXE IP LLC
SOMETHING WONDERFUL	86679941	July 1, 2015	SFXE IP LLC
SOMETHING WICKED	86679936	July 1, 2015	SFXE IP LLC
MAMBY	86555614	March 6, 2015	SFXE IP LLC
FREAKY DEAKY	86603207	April 20, 2015	SFXE IP LLC
PUSSY LOUNGE	86586496	April 3, 2015	SFXE IP LLC
AMERICA'S LARGEST PAINT PARTY	86560995	March 11, 2015	SFXE IP LLC

MAYDAY	85640419	May 31, 2012	SFXE IP LLC
NATURE ONE	85584307	March 29, 2012	SFXE IP LLC
NATURE ONE	85584217	March 29, 2012	SFXE IP LLC
BEATPORT LOUNGE	86684205	July 6, 2015	BEATPORT, LLC

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RECORDED: 10/14/2015

TRADEMARK
REEL: 005644 FRAME: 0833