

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY WITH RESPECT TO TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC, as collateral agent		01/27/2016	Public Limited Company: ENGLAND
SFX-LIC OPERATING LLC		01/27/2016	LIMITED LIABILITY COMPANY: DELAWARE
SFX ENTERTAINMENT, INC.		01/27/2016	CORPORATION: DELAWARE
BEATPORT, LLC		01/27/2016	LIMITED LIABILITY COMPANY: COLORADO
SFXE IP LLC		01/27/2016	LIMITED LIABILITY COMPANY: DELAWARE
MADE EVENT, LLC		01/27/2016	LIMITED LIABILITY COMPANY: MASSACHUSETTS
SPRING AWAKENING LLC		01/27/2016	LIMITED LIABILITY COMPANY: ILLINOIS
SFX MARKETING LLC		01/27/2016	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CATALYST FUND LIMITED PARTNERSHIP V
<b>Street Address:</b>	C/O THE CATALYST CAPITAL GROUP INC.
<b>Internal Address:</b>	181 BAY STREET, SUITE 4700, P.O. BOX 792, BAY WELLINGTON TOWER, BROOKFIELD PLACE
<b>City:</b>	TORONTO, ONTARIO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2T3
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA

## PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
<b>Registration Number:</b>	4051072	WORLD'S LARGEST PAINT PARTY
<b>Registration Number:</b>	4253706	STATE OF EMERGENCY
<b>Registration Number:</b>	4253707	CAN'T STOP THE STATE
<b>Registration Number:</b>	4253709	RMF
<b>Registration Number:</b>	4429570	LIFE IN COLOR

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85601439	RIVALRY MUSIC FESTIVAL
Serial Number:	85943432	PAINTOPIA
Registration Number:	3158076	BASEWARE
Registration Number:	4185671	BEATBOT
Registration Number:	2985842	BEATPORT
Registration Number:	4040816	BEATPORT MIX
Registration Number:	4040817	BEATPORT MIX
Registration Number:	4293035	BEATPORT SOUNDS
Registration Number:	3210719	
Registration Number:	3058549	LOG ON. GET DOWN.
Registration Number:	4211125	MASHBOX
Registration Number:	4163489	MY BEATPORT
Registration Number:	4119425	PLAY WITH MUSIC
Registration Number:	3145372	PROMOONE
Registration Number:	4451997	PLAY WITH MUSIC
Serial Number:	85711666	BEATPORT
Serial Number:	85422724	BASEWARE DISTRIBUTION
Serial Number:	85455915	BEATPORT PRO
Serial Number:	85920281	BEATPORT
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:	86144558	ELECTRIC BOO
Serial Number:	86144746	SUNDAY SCHOOL
Serial Number:	86144819	SUNDAY SCHOOL
Registration Number:	4241401	FAME HOUSE
Serial Number:	86266985	BEACH BLANKET BINGO
Serial Number:	86266952	DISCO BEACH
Registration Number:	4570989	ELECTRIC ZOO
Registration Number:	4322176	SA
Registration Number:	4419403	SPRING AWAKENING MUSIC FESTIVAL
Registration Number:	4785738	FLAVORUS
Registration Number:	4447907	ELECTRIC ZOO
Registration Number:	3747742	ELECTRIC ZOO
Registration Number:	3605821	MADE
Registration Number:	4561282	ELECTRIC ZOO
Registration Number:	4558569	MADE

Property Type	Number	Word Mark
Registration Number:	4841541	
Serial Number:	86684072	TRANCE ARENA
Serial Number:	86679941	SOMETHING WONDERFUL
Serial Number:	86679936	SOMETHING WICKED
Serial Number:	86555614	MAMBY
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: 6178568201

*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: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: MARK S. LEONARDO

Address Line 1: ONE FINANCIAL CENTER

Address Line 2: BROWN RUDNICK LLP

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 26794/159

NAME OF SUBMITTER: MARK S. LEONARDO

SIGNATURE: /MARK S. LEONARDO/

DATE SIGNED: 01/29/2016

#### Total Attachments: 16

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY  
WITH RESPECT TO TRADEMARKS

This Assignment of Security Interest in Intellectual Property with Respect to Trademarks (the "Assignment") made as of the 27th day of January, 2016, by Barclays Bank PLC, as collateral agent (in such capacity, the "Assignor"), to Catalyst Fund Limited Partnership V (the "Assignee").

W I T N E S S E T H

WHEREAS, SFX-LIC Operating LLC, Beatport, LLC, Made Event, LLC, and SFX Marketing LLC (each, a "Grantor") and the Assignor, entered into a First Lien Trademark Security Agreement, dated as of February 7, 2014 (the "IP Security Agreement") recorded with the US Patent and Trademark Office on February 7, 2014 at Reel/Frame 005211/0843 in favor of Assignor with respect to certain intellectual property as more particularly set forth and described in Schedule A annexed hereto and made a part hereof;

WHEREAS, SFX Entertainment, Inc. (individually, a "Grantor") and the Assignor, entered into a First Lien Trademark Security Agreement, dated as of May 29, 2014 (the "SFX Entertainment IP Security Agreement") recorded with the US Patent and Trademark Office on May 30, 2014 at Reel/Frame 005291/0385 in favor of Assignor with respect to certain intellectual property as more particularly set forth and described in Schedule A annexed hereto and made a part hereof;

WHEREAS, SFXE IP LLC, Spring Awakening LLC, Beatport, LLC (each, a "Grantor") and the Assignor, entered into a First Lien Trademark Security Agreement, dated as of October 8, 2014 (the "SFXE IP Security Agreement") recorded with the US Patent and Trademark Office on October 14, 2015 at Reel/Frame 005643/0223 in favor of Assignor with respect to certain intellectual property as more particularly set forth and described in Schedule A annexed hereto and made a part hereof;

WHEREAS, Assignee has been appointed as successor agent to Assignor pursuant to the Amendment, Resignation, Waiver and Appointment Agreement (the "Agreement"), dated as of December 31, 2015, by and among the Lenders party thereto, the Assignor, and the Assignee. Under the Agreement, the Assignee is entitled to the benefit of the Assignor's rights and has assumed all of the Assignor's duties under the IP Security Agreement, the SFX Entertainment IP Security Agreement, and the SFXE IP Security Agreement; and

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to such IP Security Agreement, SFX Entertainment IP Security Agreement, and SFXE IP Security Agreement, including the security interests in such intellectual property.

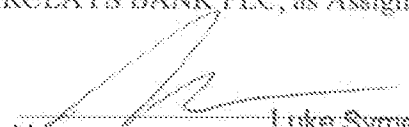
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, transfer, assign, convey and set over

to Assignee, its successors, assigns and legal representatives, all of the right, title and interest of Assignor in the IP Security Agreement, the SFX Entertainment IP Security Agreement, and the SFXE IP Security Agreement, including the security interests in the intellectual property set forth and described in Schedule A.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date and year first above written.

BARCLAYS BANK PLC, as Assignor

By:   
Name: Luke Syme  
Title: Assistant Vice President

CATALYST FUND LIMITED PARTNERSHIP V,  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date and year first above written.

BARCLAYS BANK PLC, as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CATALYST FUND LIMITED PARTNERSHIP V,  
as Assignee


By:  \_\_\_\_\_  
Name: Gabriel de Alba  
Title: Managing Director and Partner




Acknowledged and agreed:

**Grantors:**

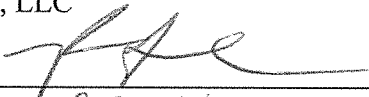
SFX-LIC OPERATING LLC

By:   
Name: Richard Rosenstein  
Title: CFO


SFX ENTERTAINMENT, INC.

By:   
Name: Richard Rosenstein  
Title: CFO


BEATPORT, LLC

By:   
Name: Richard Rosenstein  
Title: CFO

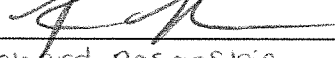
SFXE IP LLC

By:   
Name: Richard Rosenstein  
Title: CFO

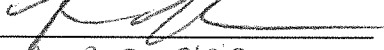
MADE EVENT, LLC

By:   
Name: Richard Rosenstein  
Title: CFO

SPRING AWAKENING LLC

By:   
Name: Richard Rosenstein  
Title: CFO

SFX MARKETING LLC

By:   
Name: Richard Rosenstein  
Title: CFO

**SCHEDULE A**  
**Intellectual Property**

**Trademarks**


**U.S. Federal Trademark Registrations**

<b>TRADEMARK</b>	<b>APPLICATION NO. AND DATE</b>	<b>REGISTRATION NO. AND DATE</b>	<b>STATUS</b>	<b>OWNER</b>
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**

<b>TRADEMARK</b>	<b>APPLICATION NO. AND DATE</b>	<b>OWNER</b>
RIVALRY MUSIC FESTIVAL	85/601,439 4/18/2012	SFX-LIC Operating LLC Reg. No. 3700299
PAINTOPIA	85/943,432 05/28/2013	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

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 <b>PromoOne</b>	78/737,889 10/21/2005	3,145,372 9/19/2006	Registered	BEATPORT, LLC
PLAY WITH MUSIC	85/605,758 4/23/2012	4,451,997 12/17/2013	Registered	BEATPORT, LLC

<b>TRADEMARK</b>	<b>APPLICATION NO. AND DATE</b>	<b>OWNER</b>
BEATPORT	85/711,666 8/23/2012	BEATPORT, LLC Reg No. 4503956
BASEWARE DISTRIBUTION	85/422,724 9/14/2011	BEATPORT, LLC Reg. No. 4696225
BEATPORT PRO	85/455,915 10/25/2011	BEATPORT, LLC Reg. No. 4568659
BEATPORT (stylized) & Design	85/920,281 5/1/2013	BEATPORT, LLC Reg. No. 4504353
BEATPORT PLAY (stylized) & Design	85/919,987 5/1/2013	BEATPORT, LLC Reg. No. 4509476
SOUNDS TO SAMPLE	85/954,236 6/7/2013	BEATPORT, LLC Reg. No. 4562578
WE KNOW THE FEELING	86/060,932 9/10/2013	BEATPORT, LLC Reg. No. 4514506
BEATPORT AMPLIFY	86/080,058 10/1/2013	BEATPORT, LLC Reg. No. 4545290

**U.S. Federal Trademark Applications**

<b>TRADEMARK</b>	<b>APPLICATION NO. AND DATE</b>	<b>OWNER</b>
ELECTRIC BOO	86/144,558 12/16/2013	MADE EVENT, LLC
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 Registration**

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



**U.S. Federal Trademark Registration**

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION OR APPLICATION DATE</b>	<b>STATUS</b>	<b>OWNER</b>
BEACH BLANKET BINGO	86266985	April 30, 2014	Pending	SFX Entertainment, Inc.
DISCO BEACH	86266952	April 30, 2014	Pending	SFX Entertainment, Inc.

**U.S. Federal Trademark Registration**

<b>TRADEMARK</b>	<b>APPLICATION NO. &amp; DATE</b>	<b>REGISTRATION NO. &amp; DATE</b>	<b>STATUS</b>	<b>OWNER</b>
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 May 3, 2013	4,558,569 July 1, 2014	Registered	SFXE IP LLC
BEAPORT LOGO	86642589 May 27, 2015	4841541 October 27, 2014	Registered	SFXE IP LLC

**U.S. FEDERAL TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>	<b>OWNER</b>
TRANCE ARENA	86684072	July 6, 2015	SFXE IP LLC
SOMETHING WONDERFUL	86679941	July 1, 2015	SFXE IP LLC
SOMETHING WICKED	86679936	July 1, 2015	SFXE IP LLC
MAMEY	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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