

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFXE IP LLC		01/27/2016	LIMITED LIABILITY COMPANY: DELAWARE
SFX MARKETING LLC		01/27/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CATALYST FUND LIMITED PARTNERSHIP V		
Street Address:	C/O THE CATALYST CAPITAL GROUP INC.		
Internal Address:	181 BAY STREET, SUITE 4700, P.O. BOX 792, BAY WELLINGTON TOWER, BROOKFIELD PLACE		
City:	toronto, ontario		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86790780	BEATPORT	
Serial Number:	85923072	ELECTRIC ZOO	
Serial Number:	85928411	(R)EVOLUTIONARY DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	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/		

CH \$90.00 86790780

DATE SIGNED:	01/29/2016
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 27, 2016 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) is made by SFXE IP LLC (individually, a “**Grantor**”) and SFX Marketing LLC (individually, a “**Grantor**”; collectively, the “**Grantors**”) in favor of Catalyst Fund Limited Partnership V, as successor to Barclays Bank PLC (in such capacity, the “**Collateral Agent**”) for the Lenders (as defined in the Guarantee and Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain First Lien Guarantee and Collateral Agreement dated as of February 7, 2014 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) by and among SFX Entertainment, Inc. (the “**Company**”), the grantors party thereto, the Grantors, certain other subsidiaries of the Company and the Collateral Agent, and in connection therewith, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. *Defined Terms.* Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. *Grant of Security Interest in Trademark Collateral.*

The Grantors hereby grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor’s right, title and interest in the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations: all trademarks, including, without limitation, all trademarks registered in the United States, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to or required to be referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use

of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Assets, including, without limitation, any Trademark application filed in the United States Patent and Trademark Office on the basis of a Grantor’s intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting Trademark registration.

SECTION 3. *Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 4. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SFXE IP LLC,
as Grantor

By: 
Name: Richard Rosenstein
Title: CFO

SFX MARKETING LLC,
as Grantor

By: 
Name: Richard Rosenstein
Title: CFO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS OR APPLICATIONS

Trademarks

<u>Grantor</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Description</u>
SFXE IP LLC	86790780	October 16, 2015	Beatport
SFXE IP LLC	85923072	May 03, 2013	ELECTRIC ZOO
SFX MARKETING LLC	85928411	May 10, 2013	(R)EVOLUTIONARY DIGITAL Reg. No. 4791053