

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IO Media, Inc.		03/02/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Rd., Ops 2, Fl. 3		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3843332	VIRTUAL VENUE	
Registration Number:	4793508	SP	
Registration Number:	3199714	IOMEDIA I PRESENT	
Registration Number:	3354849	IOMEDIA	
CORRESPONDENCE DATA			
Fax Number:	80091442		
<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	03/06/2017		
Total Attachments: 7			
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Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of March 2, 2017, by IO MEDIA, INC. (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

Witnesseth:

Whereas, the Grantor is party to that certain Second Amended and Restated U.S. Security Agreement, dated as of October 31, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the "Applicable Collateral"):

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and

deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

IO MEDIA, INC.

By: 

Name:

Title:

Kathy Willard
EVP and Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent



By: 
Name: Tina Ruyter
Title: Executive Director

[U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006001 FRAME: 0913

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
IO Media, Inc. ¹	3843332	Virtual Venue
IO Media, Inc. ²	4793508	
IO Media, Inc. ³	3199714	IOMEDIA PRESENT
IO Media, Inc. ⁴	3354849	

¹ Note: "IOMedia, Inc." is currently listed as the record owner of the trademark in the records of the U.S. Patent & Trademark Office. Grantor will either update the record ownership information to reflect Grantor's proper legal name or transfer the trademark to Live Nation Entertainment, Inc.

² Note: "IOMedia Corporation" is currently listed as the record owner of the trademark in the records of the U.S. Patent & Trademark Office. Grantor will either update the record ownership information to reflect Grantor's proper legal name or transfer the trademark to Live Nation Entertainment, Inc.

³ Note: See Note No. 2.

⁴ Note: See Note No. 2.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
N/A		