

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Live Nation Entertainment, Inc.		07/05/2017	Corporation: DELAWARE
Live Nation Worldwide, Inc.		07/05/2017	Corporation: DELAWARE
HOB Entertainment, LLC		07/05/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86824492	DECADES COLLIDE	
Serial Number:	87269020	TRADEDESK BY TICKETMASTER	
Serial Number:	87079078	VERIFIED FAN	
Serial Number:	86959492	FANSCORE	
Serial Number:	86842394		
Serial Number:	87363932	LIVE ONLY HAPPENS ONCE	
Serial Number:	87021927	CONCERT CONCIERGE	
Serial Number:	87089524	FAN-FI	
Serial Number:	86629666	LNTV	
Serial Number:	86629635	LNTV	
Serial Number:	86620919	LIVE NATION TV	
Serial Number:	86620902	LIVE NATION TV	
Serial Number:	87340622	GLEN HELEN AMPHITHEATER	
Serial Number:	87418488	MUSIC HAPPENS HERE	
Serial Number:	87428505	MONSTERS OF MOCK	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$390.00 86824492

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	07/14/2017
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Total Attachments: 6

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Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of July 5, 2017, by LIVE NATION ENTERTAINMENT, INC., LIVE NATION WORLDWIDE, INC. and HOB ENTERTAINMENT, LLC (each, a "Grantor", and collectively, the "Grantors"), 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 Grantors are 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 Grantors are 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 Grantors hereby agree 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. Each of the Grantors 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 such 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 each of the Grantors 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 Grantors 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.

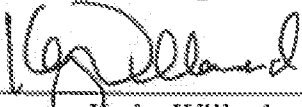
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

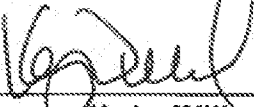
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

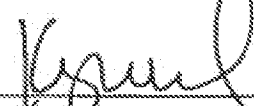
**LIVE NATION ENTERTAINMENT,
INC.**

By: 
Name: Kathy Willard
Title: Executive Vice President,
Chief Financial Officer and
Assistant Secretary

LIVE NATION WORLDWIDE, INC.

By: 
Name: Kathy Willard
Title: President, Chief Financial
Officer and Assistant
Secretary

HOB ENTERTAINMENT, LLC

By: 
Name: Kathy Willard
Title: Treasurer and Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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,

**LIVE NATION ENTERTAINMENT,
INC.**

By: _____
Name: Kathy Willard
Title: Executive Vice President,
Chief Financial Officer and
Assistant Secretary

LIVE NATION WORLDWIDE, INC.

By: _____
Name: Kathy Willard
Title: President, Chief Financial
Officer and Assistant
Secretary

HOB ENTERTAINMENT, LLC

By: _____
Name: Kathy Willard
Title: Treasurer and Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By:  _____
Name: Bruce S. Borden
Title: Executive Director

[U.S. Trademark Security Agreement]

**TRADEMARK
REEL: 006105 FRAME: 0222**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	HOB Entertainment LLC	DECADES COLLIDE	86824492 11/18/2015	5138695 02/07/2017
2.	Live Nation Entertainment, Inc.	TRADEDESK BY TICKETMAS- TER	87269020 12/14/2016	
3.	Live Nation Entertainment, Inc.	VERIFIED FAN	87079078 06/21/2016	5148355 02/21/2017
4.	Live Nation Entertainment, Inc.	FANSCORE	86959492 03/31/2016	
5.	Live Nation Entertainment, Inc.	DESIGN ONLY	86842394 12/08/2015	5143052 02/14/2017
6.	Live Nation Worldwide, Inc.	LIVE ONLY HAPPENS ONCE	87363932 03/08/2017	
7.	Live Nation Worldwide, Inc.	CONCERT CONCIERGE	87021927 05/02/2016	5162837 03/14/2017
8.	Live Nation Worldwide, Inc.	FAN-FI	87089524 06/30/2016	5134787 01/31/2017
9.	Live Nation Worldwide, Inc.	LNTV	86629666 05/14/2015	5172131 03/28/2017
10.	Live Nation Worldwide, Inc.	LNTV	86629635 05/14/2015	5167032 03/21/2017
11.	Live Nation Worldwide, Inc.	LIVE NATION TV	86620919 05/06/2015	5092073 11/29/2016
12.	Live Nation Worldwide, Inc.	LIVE NATION TV	86620902 05/06/2015	5092072 11/29/2016
13.	Live Nation Worldwide, Inc.	GLEN HELEN AMPHITHEATER	87340622 02/17/2017	
14.	Live Nation Worldwide, Inc.	MUSIC HAPPENS HERE	87418488 04/20/2017	
15.	HOB Entertainment LLC	MONSTERS OF MOCK	87428505 04/27/2017	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Live Nation Entertainment, Inc.
- 2. Live Nation Worldwide, Inc.
- 3. HOB Entertainment, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-DE; 2. Corp.-DE; 3. LLC-VA

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 5, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: Mail code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

July 14, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK