

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548502

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900519739

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Live Nation Entertainment, Inc.		10/17/2019	Corporation: DELAWARE
C3 Presents, L.L.C.		10/17/2019	Limited Liability Company: TEXAS
HOB Entertainment, LLC		10/17/2019	Limited Liability Company: VIRGINIA
Spaceland Productions LLC		10/17/2019	Limited Liability Company: CALIFORNIA
The Echo, LLC		10/17/2019	Limited Liability Company: CALIFORNIA
Faculty Management, LLC		10/17/2019	Limited Liability Company: DELAWARE
Live Nation Worldwide, Inc.		10/17/2019	Corporation: DELAWARE
Soundcheck, LLC		10/17/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
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: 49

Property Type	Number	Word Mark
Serial Number:	87933055	LAWNTOURAGE
Serial Number:	88641477	RESALE DONE RIGHT
Serial Number:	88641508	RESALE DONE RIGHT
Serial Number:	86842383	SOUNDCHECK
Serial Number:	88407429	T
Serial Number:	88169664	TICKET CASH
Serial Number:	88169710	TICKET CASH

Property Type	Number	Word Mark
Serial Number:	87980135	TICKETMASTER
Serial Number:	88375978	TICKETMASTER PRESENCE
Serial Number:	88376005	TICKETMASTER PRESENCE
Serial Number:	88235855	TIX THE SEASON
Serial Number:	87603114	VERIFIED FAN
Serial Number:	87603104	VERIFIED FAN
Serial Number:	88484002	EXIT 111
Serial Number:	88430009	MEGARAMA
Serial Number:	88524443	METARAMA
Serial Number:	87183948	MY2K
Serial Number:	87183955	MY2K
Serial Number:	87837763	HOUSE OF BLUES
Serial Number:	87230614	BEACH GOTH PARTY
Serial Number:	86412451	BURGERAMA
Serial Number:	87012983	FANFLUENCER
Serial Number:	87439035	FESTIVAL PASSPORT
Serial Number:	87949038	FP
Serial Number:	87338852	HOAGIENATION
Serial Number:	86982814	LIVE NATION PRODUCTIONS
Serial Number:	86940629	LIVE NATION PRODUCTIONS
Serial Number:	88125788	LIVE NATION PRODUCTIONS
Serial Number:	88125822	LIVE NATION PRODUCTIONS
Serial Number:	87776309	LIVE NATION SOUND BOARD
Serial Number:	87782562	MEGACOUNTRY
Serial Number:	87782588	MEGACOUNTRY
Serial Number:	87678561	MERCURY EAST PRESENTS
Serial Number:	87678579	MERCURY EAST PRESENTS
Serial Number:	87529332	OBSERVATORY
Serial Number:	87945625	OBSERVATORY
Serial Number:	87506240	SUMMERTIME IN THE LBC
Serial Number:	87506237	SUMMERTIME IN THE LBC
Serial Number:	87326266	WHEN WE WERE YOUNG
Serial Number:	87787043	WURSTHAUS OBSERVATORY
Serial Number:	88400058	SOUNDCHECK
Serial Number:	88400047	SOUNDCHECK
Serial Number:	85843169	SOUNDCHECK NASHVILLE
Serial Number:	88268312	SPACELAND
Serial Number:	85295467	ECHOPLEX

Property Type	Number	Word Mark
Serial Number:	87357984	ECHOPLEX
Serial Number:	85817022	MONDAY NIGHT RESIDENCY
Serial Number:	85295499	THE ECHO
Serial Number:	87357910	THE ECHO

CORRESPONDENCE DATA

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, ECarrera@cahill.com

Correspondent Name: CT Corporation

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:	11/07/2019

Total Attachments: 10

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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):

Live Nation Entertainment, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 17, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

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, Senior Paralegal

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:

49

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

October 17, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

C3 Presents, L.L.C., a Texas Limited Liability Company

HOB Entertainment, LLC, a Virginia Limited Liability Company

Spaceland Productions LLC, a California Limited Liability Company

The Echo, LLC, a California Limited Liability Company

Faculty Management, LLC, a Delaware Limited Liability Company

Live Nation Worldwide, Inc., a Delaware Corporation

Soundcheck, LLC, a Delaware Limited Liability Company

Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of October 17, 2019 by each signatory hereto (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”).

W i t n e s s e t h:

Whereas, each 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 each 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, each 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. Each 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 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 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 each 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 pages follow]

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: Michael Rowles
Title: Executive Vice President,
General Counsel and Secretary

C3 PRESENTS, L.L.C.

By: 

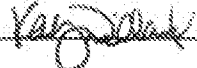
Name: Michael Rowles
Title: Executive Vice President,
General Counsel and Secretary

HOB ENTERTAINMENT, LLC
SPACELAND PRODUCTIONS LLC
THE ECHO, LLC


By: 

Name: Michael Rowles
Title: President


FACULTY MANAGEMENT, LLC

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

LIVE NATION WORLDWIDE, INC.

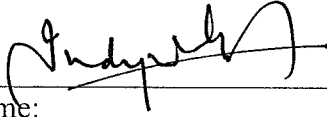
By: 
Name: Kathy Willard
Title: President, Chief Financial Officer and
Assistant Secretary

SOUNDCHECK, LLC

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

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: _____
Title: Inderjeet Singh Aneja
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
LAWNTOURAGE	35	87933055 23-MAY-2018	5777231 11-JUN-2019	Live Nation Entertainment, Inc.
RESALE DONE RIGHT	35	88641477 03-OCT-2019		Live Nation Entertainment, Inc.
RESALE DONE RIGHT	41	88641508 03-OCT-2019		Live Nation Entertainment, Inc.
SOUNDCHECK	41	86842383 08-DEC-2015	5341322 21-NOV-2017	Live Nation Entertainment, Inc.
T <i>t</i>	41	88407429 29-APR-2019		Live Nation Entertainment, Inc.
TICKET CASH	9	88169664 25-OCT-2018		Live Nation Entertainment, Inc.
TICKET CASH	16	88169710 25-OCT-2018		Live Nation Entertainment, Inc.
TICKETMASTER	42	87980135 11-SEP-2017	5747395 07-MAY-2019	Live Nation Entertainment, Inc.
TICKETMASTER PRESENCE	9	88375978 08-APR-2019		Live Nation Entertainment, Inc.
TICKETMASTER PRESENCE	42	88376005 08-APR-2019		Live Nation Entertainment, Inc.
TIX THE SEASON	35	88235855 19-DEC-2018	5805402 16-JUL-2019	Live Nation Entertainment, Inc.
VERIFIED FAN	42	87603114 11-SEP-2017	5746423 07-MAY-2019	Live Nation Entertainment, Inc.
VERIFIED FAN	35	87603104 11-SEP-2017	5728778 16-APR-2019	Live Nation Entertainment, Inc.
EXIT 111	41	88484002 21-JUN-2019		C3 Presents, LLC
MEGARAMA	41	88430009 14-MAY-2019		C3 Presents, LLC
METARAMA	41	88524443 19-JUL-2019		C3 Presents, LLC

Mark	International Classes)	Application No. Filing Date	Registration No. Registration Date	Status
MY2K	25	87183948 26-SEP-2016	5357748 19-DEC-2017	Faculty Management, LLC
MY2K	41	87183955 26-SEP-2016	5652302 15-JAN-2019	Faculty Management, LLC
HOUSE OF BLUES	33	87837763 16-MAR-2018	5747055 07-MAY-2019	HOB Entertainment, LLC
BEACH GOTH PARTY	41	87230614 08-NOV-2016		Live Nation Worldwide, Inc.
BURGERAMA	41	86412451 01-OCT-2014	4738950 19-MAY-2015	Live Nation Worldwide, Inc.
FANFLUENCER	35	87012983 25-APR-2016	5381397 16-JAN-2018	Live Nation Worldwide, Inc.
FESTIVAL PASSPORT	41	87439035 05-MAY-2017	5495317 19-JUN-2018	Live Nation Worldwide, Inc.
FP 	41	87949038 05-JUN-2018	5649191 08-JAN-2019	Live Nation Worldwide, Inc.
HOAGINATION	41	87338852 16-FEB-2017	5541886 14-AUG-2018	Live Nation Worldwide, Inc.
LIVE NATION PRODUCTIONS	9	86982814 15-MAR-2016	5365664 26-DEC-2017	Live Nation Worldwide, Inc.
LIVE NATION PRODUCTIONS	41	86940629 15-MAR-2016	5297313 26-SEP-2017	Live Nation Worldwide, Inc.
LIVE NATION PRODUCTIONS 	9	88125788 20-SEP-2018	5755941 21-MAY-2019	Live Nation Worldwide, Inc.
LIVE NATION PRODUCTIONS 	41	88125822 20-SEP-2018	5785798 25-JUN-2019	Live Nation Worldwide, Inc.
LIVE NATION SOUND BOARD	35	87776309 30-JAN-2018	5671421 05-FEB-2019	Live Nation Worldwide, Inc.
MEGACOUNTRY	35	87782562 02-FEB-2018	5772665 11-JUN-2019	Live Nation Worldwide, Inc.
MEGACOUNTRY	41	87782588 02-FEB-2018	5594388 30-OCT-2018	Live Nation Worldwide, Inc.
MERCURY EAST PRESENTS	35	87678561 09-NOV-2017	5671265 05-FEB-2019	Live Nation Worldwide, Inc.
MERCURY EAST PRESENTS	41	87678579 09-NOV-2017	5671266 05-FEB-2019	Live Nation Worldwide, Inc.

Mark	International Classes)	Application No. Filing Date	Registration No. Registration Date	Status
OBSERVATORY	25	87529332 14-JUL-2017	5395833 06-FEB-2018	Live Nation Worldwide, Inc.
OBSERVATORY	41	87945625 01-JUN-2018	5765335 28-MAY-2019	Live Nation Worldwide, Inc.
SUMMERTIME IN THE LBC	25	87506240 26-JUN-2017	5556748 04-SEP-2018	Live Nation Worldwide, Inc.
SUMMERTIME IN THE LBC	41	87506237 26-JUN-2017	5552009 28-AUG-2018	Live Nation Worldwide, Inc.
WHEN WE WERE YOUNG	41	87326266 06-FEB-2017	5607696 13-NOV-2018	Live Nation Worldwide, Inc.
WURSTHAUS OBSERVATORY	43	87787043 06-FEB-2018	5560806 11-SEP-2018	Live Nation Worldwide, Inc.
SOUNDCHECK	39	88400058 24-APR-2019		Soundcheck, LLC
SOUNDCHECK	41	88400047 24-APR-2019		Soundcheck, LLC
SOUNDCHECK NASHVILLE 	41	85843169 07-FEB-2013	4403133 17-SEP-2013	Soundcheck, LLC
SPACELAND	41	88268312 19-JAN-2019		Spaceland Productions LLC
ECHOPLEX 	41	85295467 14-APR-2011	4062879 29-NOV-2011	The Echo, LLC
ECHOPLEX	41	87357984 03-MAR-2017	5290844 19-SEP-2017	The Echo LLC
MONDAY NIGHT RESIDENCY	41	85817022 07-JAN-2013	4391535 27-AUG-2013	The Echo LLC
THE ECHO 	41	85295499 14-APR-2011	4062882 29-NOV-2011	The Echo, LLC
THE ECHO	41	87357910 03-MAR-2017	5315601 24-OCT-2017	The Echo LLC