

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Live Nation Worldwide, Inc.		01/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	633 West Fifth Street, 24th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90387513		
Serial Number:	90387581		
Serial Number:	90387599		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	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:	01/04/2021		
Total Attachments: 6			
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Notice of Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of January 4, 2021, by each signatory hereto (each a “Grantor” and collectively, the “Grantors”), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent pursuant to the Indenture (in such capacity, the “Notes Collateral Agent”).

W i t n e s s e t h:

Whereas, each Grantor is party to that certain. Security Agreement, dated as of May 20, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, each Grantor hereby agrees with the Notes 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 Notes 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 Notes Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes 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 Indenture, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Notes 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, without recourse, representation or warranty by the Notes Collateral Agent.

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.

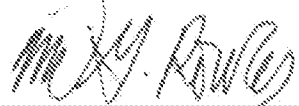
SECTION 6. Concerning the Notes Collateral Agent. U.S. Bank National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture and the other Notes Documents as though fully set forth herein.

[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,

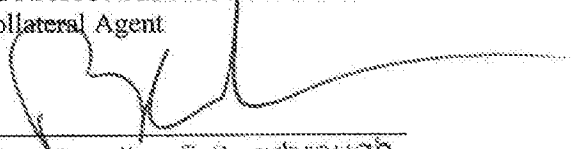
LIVE NATION WORLDWIDE, INC.

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

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION
as Notes Collateral Agent

By:



Name: Bradley E. Scarborough
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
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