# OP \$90.00 90387513

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM618212

SUBMISSION TYPE:	NEW ASSIGNMENT
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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:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Rd.
Internal Address:	Ops 2, Fl. 3
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
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

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:	01/04/2021

# **Total Attachments: 6**

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#### **Grant of Security Interest in Trademarks**

**Trademark Security Agreement**, dated as of January 4, 2021 by each signatory hereto (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

# $\underline{W} \underline{i} \underline{t} \underline{n} \underline{e} \underline{s} \underline{s} \underline{e} \underline{t} \underline{h}$ :

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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. 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 "<u>Applicable Collateral</u>"):
- (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. <u>Security Agreement</u>. 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. <u>Termination</u>. 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. <u>Counterparts</u>. 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]

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**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:

JPMORGAN CHASE BANK, N.A. as Collateral Agent

By:

Name: Inderjeet Aneja Title: Executive Director

# **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

C			
None.			
Trademark Applications:			
	APPLICATION		
OWNER	NUMBER	TRADEMARK	
Live Nation Worldwide, Inc.	90387513	(Add	
		\$ 3 \$ 5 ***	
Live Nation Worldwide, Inc.	90387581	(Add	

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RECORDED: 01/04/2021

Trademark Registrations: