

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hofesh, LLC		11/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as Notes Collateral Agent		
Street Address:	633 West Fifth Street, 24th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6471210	HAPPY PLACE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	043153-0246		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/17/2023		
Total Attachments: 7			
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OP \$40.00 6471210

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Notice of Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of November 16, 2023, by each signatory hereto (each a “Grantor” and collectively, the “Grantors”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in interest to 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 Trust Company, 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]

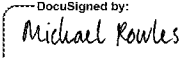
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


LIVE NATION ENTERTAINMENT, INC.

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


LIVE NATION WORLDWIDE, INC.

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

REIGNDEER ENTERTAINMENT, LLC

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

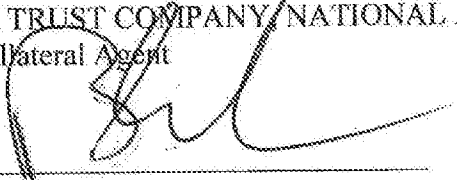
HOFESH, LLC

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

Accepted and Agreed:

U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION
as Notes Collateral Agent

By:


Name: _____
Title: **Bradley E. Scarbrough**
Vice President

[Signature Page to Trademark Security Agreement (2020 Notes)]

TRADEMARK
REEL: 008262 FRAME: 0651

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Live Nation Entertainment, Inc.	6283844	SAFETIX
Live Nation Entertainment, Inc.	6883452	TICKETEXCHANGE BY TICKETMASTER
Live Nation Entertainment, Inc.	6903088	TICKETMASTER
Live Nation Entertainment, Inc.	7081954	TICKETMASTER
Live Nation Entertainment, Inc.	6896527	TICKETMATCHER
Live Nation Worldwide, Inc.	6906897	713 MUSIC HALL
Live Nation Worldwide, Inc.	6906898	713 MUSIC HALL
Live Nation Worldwide, Inc.	6987271	BÉSAME MUCHO
Live Nation Worldwide, Inc.	6919477	BIG FEMME ENERGY
Live Nation Worldwide, Inc.	6919478	BIG FEMME ENERGY
Live Nation Worldwide, Inc.	6018441	FEMME IT FORWARD
Live Nation Worldwide, Inc.	6707243	FEMME IT FORWARD PRESENTS: SERENADE
Live Nation Worldwide, Inc.	6958672	GIVE HER FLOWHERS
Live Nation Worldwide, Inc.	7110630	LIVE
Live Nation Worldwide, Inc.	7108987	LIVE STUB
Live Nation Worldwide, Inc.	7108988	LIVE STUBS
Live Nation Worldwide, Inc.	6944864	LOVERS & FRIENDS
Live Nation Worldwide, Inc.	6701101	NEXT GEM FEMME
Live Nation Worldwide, Inc.	7122832	OCEANS CALLING
Live Nation Worldwide, Inc.	6592869	REVOLUTIONARY READS
Live Nation Worldwide, Inc.	7189487	SICK NEW WORLD
Live Nation Worldwide, Inc.	7093405	SUMMER'S LIVE LOGO

OWNER	REGISTRATION NUMBER	TRADEMARK
Live Nation Worldwide, Inc.	6922972	TABERNACLE
Live Nation Worldwide, Inc.	6922975	TABERNACLE
Live Nation Worldwide, Inc.	6906899	THE ECHO
Live Nation Worldwide, Inc.	6906901	THE ECHO
Live Nation Worldwide, Inc.	6906888	THE ECHO LOUNGE & MUSIC HALL
Live Nation Worldwide, Inc.	6906889	THE ECHO LOUNGE & MUSIC HALL
Live Nation Worldwide, Inc.	6906892	THE ECHO LOUNGE & MUSIC HALL LOGO
Live Nation Worldwide, Inc.	6906893	THE ECHO LOUNGE & MUSIC HALL LOGO
Live Nation Worldwide, Inc.	6701316	THE LAST TASTE OF SUMMER
Live Nation Worldwide, Inc.	6977014	VENUE NATION
Live Nation Worldwide, Inc.	6680287	VENUE NATION
Live Nation Worldwide, Inc.	6965779	WHEN WE WERE YOUNG
ReignDeer Entertainment, LLC	7007509	724 MANAGEMENT
Hofesh, LLC	6471210	HAPPY PLACE

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Live Nation Entertainment, Inc.	97635241	TICKET CASH
Live Nation Worldwide, Inc.	97607334	ACE OF SPADES
Live Nation Worldwide, Inc.	97607367	ACE OF SPADES
Live Nation Worldwide, Inc.	97635189	CONCERT CASH
Live Nation Worldwide, Inc.	90486463	CREW NATION
Live Nation Worldwide, Inc.	97153624	DISTRO NATION
Live Nation Worldwide, Inc.	90557598	FANBASE BY LIVE NATION
Live Nation Worldwide, Inc.	97752630	GIFT THE UNFORGETTABLE (Stylized)
Live Nation Worldwide, Inc.	97833635	GREEN NATION
Live Nation Worldwide, Inc.	97833662	GREEN NATION
Live Nation Worldwide, Inc.	98167784	INNINGS
Live Nation Worldwide, Inc.	97232595	LIVE NATION

OWNER	APPLICATION NUMBER	TRADEMARK
Live Nation Worldwide, Inc.	97932598	LIVE NATION CONCERT WEEK Logo (Large LN)
Live Nation Worldwide, Inc.	97932522	LIVE NATION CONCERT WEEK Logo (Small LN)
Live Nation Worldwide, Inc.	97232853	STUB
Live Nation Worldwide, Inc.	97822803	SUMMER'S LIVE
Live Nation Worldwide, Inc.	97653487	THE BELASCO
Live Nation Worldwide, Inc.	97653543	THE BELASCO
Live Nation Worldwide, Inc.	97809353	THE WILTERN
Live Nation Worldwide, Inc.	97809380	THE WILTERN
Live Nation Worldwide, Inc.	97809394	THE WILTERN
Live Nation Worldwide, Inc.	98248566	WHITE PINES