

07-20-2001



7-13-01

101784328
RECORDATION FROM COVER SHEET
TRADEMARKS ONLY

TRADEMARK OFFICE
US PATENT OFFICE
2001 JUL 13 P 2:13
RECEIVED

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or documents.

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

07/13/2001 TDI4Z1 00000083 2378632
01 F0:481 40.00 DF

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C., 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C., 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

703-610-6147

Name

Timothy J. Lyden

Address (line 1)

Hogan & Hartson L.L.P.

Address (line 2)

8300 Greensboro Drive

Address (line 3)

Suite 1100

Address (line 4)

McLean, VA 22102

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

2,378,632	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

08-2550

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy J. Lyden
Name of Person Signing


Signature

7/13/01
Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of November 25, 2000, is by AEG Concerts LLC, a Delaware limited liability company ("Grantor"), in favor of Anschutz Entertainment Group, Inc., a Colorado corporation ("AEG").

RECITALS

WHEREAS, the Grantor has entered into a Revolving Credit Agreement dated as of November 25, 2000 and a Credit Support Agreement dated November 25, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreements"), with AEG,

WHEREAS, the Grantor has also executed a Security Agreement, dated as of November 25, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with AEG;

WHEREAS, the obligations of the Grantor under the Credit Agreements are to be secured pursuant to this Agreement and the Security Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns to AEG, and grants to AEG a continuing security interest in Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): all trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registration which have heretofore been or may hereafter be issued or filed thereon and all renewals thereof throughout the world (including, without limitation, those listed on Schedule I hereto), all reissues, divisions, continuations, extensions, renewals and continuations in part of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including without limitation license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all common law and other rights corresponding thereto throughout the world in and to all the foregoing; provided, however, that such assignment shall become effective and may be recorded by AEG with all applicable state and federal agencies and authorities only at the election of AEG in the event of the occurrence of a Default that is continuing at the time of such election.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of AEG in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to AEG under the Security Agreement. The Security Agreement (and all rights and remedies of AEG thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments under the Credit Agreements, AEG shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of AEG with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

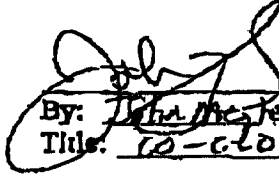
06/05/2001 10:42 310-788-7000
06/05/01 12:40 FAX 7027317889
06/04/2001 13:04 310-788-7000

TIMM WOOLLEY
CAESARS LATIN AM
TIMM WOOLLEY

PAGE 05
005
PAGE 05

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the day and year first above written.

AEG CONCERTS LLC


By: John McGehee
Title: CO-CEO

Attention: _____
Telephone: _____
Facsimile: _____

SECURITY AGREEMENT
TRADEMARK SECURITY
SIGNATURE PAGE

SCHEDULE I

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
CONCERTS WEST	U.S.	2,378,632
CONCERTS WEST	California	50,443