

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIVE NATION WORLDWIDE, INC., A DELAWARE CORPORATION	05/06/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	1111 Fannin Street, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6614729
Patent Number:	6917566
Patent Number:	7688683
Patent Number:	D543007
Application Number:	10988375
Application Number:	10788867
CORRESPONDENCE DATA	
Fax Number:	(800)516-6304
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-280-3303
Email:	michael.violet@wolterskluwer.com
Correspondent Name:	Michael Violet
Address Line 1:	4400 Easton Commons Way, Suite 125
Address Line 2:	CT Corporation
Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Sakina Karkat

OP \$240.00 6614729

501172445

PATENT
REEL: 024358 FRAME: 0783

Total Attachments: 6

source=1.Patent#page1.tif

source=1.Patent#page2.tif

source=1.Patent#page3.tif

source=1.Patent#page4.tif

source=1.Patent#page5.tif

source=1.Patent#page6.tif

Grant of Security Interest in Patents

Patent Security Agreement, dated as of May 6, 2010, by LIVE NATION WORLDWIDE, INC., a Delaware corporation (the "Grantor"), 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").

WITNESSETH

Whereas, the Grantor is party to a Security Agreement of even date herewith (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 the Grantor is required to execute and deliver this Patent Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the holders of the Obligations, to enter into the Credit Agreement, the 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 Patent Collateral. The Grantor hereby grants to the Collateral Agent for the benefit of the holders of the Obligations 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 the Grantor (collectively, the "Applicable Collateral");

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent 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 the 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 Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent 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: Kathy Willard

Title: Executive Vice President

[Patent Security Agreement Signature Page]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: _____
Title: Tina Ruyter
Executive Director

[Patent Security Agreement Signature Page]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Live Nation World- wide, Inc.	6,614,729	System and Method of Creating Digital Recordings of Live Performances
Live Nation World- wide, Inc.	6,917,566	System and Method of Creating Digital Recordings of Live Performances
Live Nation World- wide, Inc.	7,688,683	System and Method of Creating Digital Recordings of Live Performances
Live Nation World- wide, Inc.	D543,007	T-Shirt Stitch Design
Live Nation World- wide, Inc.	10788867	Method and apparatus for creating and distributing re- cordings of events

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
Live Nation Worldwide, Inc.	10/988,375	Live Concert/Event Video System and Method

LA\2092872.1

OTHER PATENTS:

Registrations:

OWNER	REGISTRATION		COUNTRY/STATE	DESCRIPTION
	NUMBER			

Applications:

OWNER	APPLICATION		COUNTRY/STATE	DESCRIPTION
	NUMBER			
Live Nation Worldwide, Inc.	035859		PCT	Live Concert/Event Video System and Method
Live Nation Worldwide, Inc.	2005307020		Australia	Live Concert/Event Video System and Method
Live Nation Worldwide, Inc.	2587268		Canada	Live Concert/Event Video System and Method
Live Nation Worldwide, Inc.	2004-541181		Japan	Live Concert/Event Video System and Method
Live Nation Worldwide, Inc.	10-2007-7013132		Korea	Live Concert/Event Video System and Method