

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Live Nation Entertainment, Inc.	05/24/2012
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin Street, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7865379
Patent Number:	7778853
Patent Number:	7865598
Patent Number:	7849133
Patent Number:	7698210
Patent Number:	7720746
Patent Number:	7747507
Patent Number:	7769673
Application Number:	12946739
Application Number:	12955783
Application Number:	12716616
Application Number:	61355000
Application Number:	12758437
Application Number:	12777972
PCT Number:	US2010026242

OP \$600.00 7865379

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

043153-0010

NAME OF SUBMITTER:

Anna T Kwan

Total Attachments: 4

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Grant of Security Interest in Patents

This **Patent Security Agreement** is entered into as of May 24, 2012, by Live Nation Entertainment, Inc. (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent (in such capacity, the "Collateral Agent") under the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Credit Agreement, dated as of May 6, 2010 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), among Grantor, the Foreign Borrowers party thereto, the Guarantors party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, and Goldman Sachs Credit Partners L.P. and Deutsche Bank Trust Company Americas, as Co-Syndication Agents.

WHEREAS, the Grantor is also party to a Security Agreement, dated as of May 6, 2010 (as amended, restated, extended, supplemented or otherwise modified in writing 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 set forth above, 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.

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.

LIVE NATION ENTERTAINMENT, INC.


By: 

Name: Kathy Willard

Title: EVP, Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name:

Title:

Tina Ruyter
Executive Director

SCHEDULE I

TITLE	SERIAL NUMBER / PATENT NUMBER	FILING DATE / ISSUE DATE
SYSTEMS AND METHODS FOR PROVIDING RESOURCE ALLOCATION IN A NETWORKED ENVIRONMENT	12/946739	15-Nov-2010
SYSTEMS AND METHODS FOR PROVIDING RESOURCE ALLOCATION IN A NETWORKED ENVIRONMENT	12/955783	29-Nov-2010
NETWORKED BARCODE VERIFICATION SYSTEM	12/716616	03-Mar-2010
NETWORKED BARCODE VERIFICATION SYSTEM	PCT/US2010/026242	04-Mar-2010
DYNAMIC EVENT PRICING SETUP AND TOOLS	61/355000	15-Jun-2010
COMPUTER-IMPLEMENTED SYSTEMS AND METHODS FOR RESOURCE ALLOCATION	11/699283	29-Jan-2007
COMPUTER-IMPLEMENTED SYSTEMS AND METHODS FOR RESOURCE ALLOCATION	7865379 (Issued patent)	04-Jan-2011
COMPUTER-IMPLEMENTED SYSTEMS AND METHODS FOR RESOURCE ALLOCATION	11/702803	06-Feb-2007
COMPUTER-IMPLEMENTED SYSTEMS AND METHODS FOR RESOURCE ALLOCATION	7778853 (Issued patent)	17-Aug-2010
SYSTEMS AND METHODS FOR PROVIDING RESOURCE ALLOCATION IN A NETWORKED ENVIRONMENT	12/187295	06-Aug-2008
SYSTEMS AND METHODS FOR PROVIDING RESOURCE ALLOCATION IN A NETWORKED ENVIRONMENT	7865598 (Issued patent)	04-Jan-2011
SYSTEM AND METHODS FOR PROVIDING RESOURCE ALLOCATION IN A NETWORKED ENVIRONMENT	12/187272	06-Aug-2008
SYSTEM AND METHODS FOR PROVIDING RESOURCE ALLOCATION IN A NETWORKED ENVIRONMENT	7849133 (Issued patent)	07-Dec-2010
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM	12/758437	12-Apr-2010
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM WITH PASSWORD PROTECTION	12/777972	11-May-2010
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM	11/453286	14-Jun-2006
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM	7698210 (Issued patent)	13-Apr-2010
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM WITH PASSWORD PROTECTION	11/474089	23-Jun-2006
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM WITH PASSWORD PROTECTION	7720746	18-May-2010
COMPUTER CONTROLLED AUCTION SYSTEM	11/059990	17-Feb-2005
COMPUTER CONTROLLED AUCTION SYSTEM	7747507 (Issued patent)	29-Jun-2010
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM WITH REQUEST REALLOCATION	11/502608	10-Aug-2006
COMPUTER-BASED RIGHT DISTRIBUTION SYSTEM WITH REQUEST REALLOCATION	7769673 (Issued patent)	03-Aug-2010