

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Beatport LLC</td> <td>03/15/2013</td> </tr> </tbody> </table>		Name	Execution Date	Beatport LLC	03/15/2013								
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Beatport LLC	03/15/2013												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Barclays Bank PLC</td> </tr> <tr> <td>Street Address:</td> <td>745 Seventh Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>27th Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10019</td> </tr> </table>		Name:	Barclays Bank PLC	Street Address:	745 Seventh Avenue	Internal Address:	27th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10019
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PROPERTY NUMBERS Total: 3													
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CORRESPONDENCE DATA													
Fax Number:	2123108007												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	212-735-4559												
Email:	vindra.richter@weil.com												
Correspondent Name:	Vindra Richter c/o Weil et al												
Address Line 1:	767 Fifth Ave												
Address Line 4:	New York, NEW YORK 10153												
ATTORNEY DOCKET NUMBER:	A.GOSSIN/21151.0083/VR												
NAME OF SUBMITTER:	Vindra Richter												
This document serves as an Oath/Declaration (37 CFR 1.63).													

CH \$120.00 61613730

Total Attachments: 4

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 15, 2013, made by the Person listed on the signature page hereto (the "Grantor"), in favor of Barclays Bank PLC, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof (the "Guarantee and Collateral Agreement"), among SFX Intermediate Holdco II LLC (the "Borrower"), the grantors party thereto, and the Collateral Agent, the Grantor is required to execute and deliver this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement and the rules of construction and other interpretive provisions specified in Section 1.02 of the Credit Agreement shall apply to this Agreement.

Accordingly, the Grantor and the Collateral Agent agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor and wherever located or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) all of its Patents, including, without limitation, each United States Patent or patent application referred to on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Patent owned by the Grantor (including, without limitation, any United States Patent identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under the Guarantee and Collateral Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Law of the State of New York.

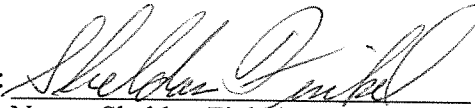
SECTION 6. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

BEATPORT, LLC

By:

A handwritten signature in cursive script, appearing to read "Sheldon Finkel", written over a horizontal line.

Name: Sheldon Finkel

Title: President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 030027 FRAME: 0271

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

Patents

TITLE	APP. NO. AND DATE	STATUS	INVENTOR(S)	OWNER
Systems And Methods For Selling Sounds	61/613,730 3/21/2012	Pending	Matthew Thomas	BEATPORT, LLC
Systems And Methods For Selling Sounds	13802585 3/14/2013	Pending	Matthew Thomas	BEATPORT, LLC
DJ Stem Systems and Methods	13802548 3/14/2013	Pending	Michael Peter Siciliano	BEATPORT, LLC

Schedule to Patent Security Agreement

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RECORDED: 03/18/2013

**PATENT
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