

05-06-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

5-5-03 RECORDATA TRAC



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DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ACADEMY EVENT SERVICES LLC
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): CITICORP USA, INC.
Name:
Internal Address: 25th Floor, Zone 5
Street Address: 153 East 53rd Street
City: New York State: NY Zip: 10022
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: April 4, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/485652
76/485169
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1456419
2072834 2434594
2434578 2518560

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Janet Miller
Internal Address: JENKENS & GILCHRIST
Street Address: 225 W. Washington Street
Suite 2600
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$ 190.00
[X] Enclosed
[X] Authorized to be charged to deposit account
Only if check missing or not enough
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Janet Miller
Name of Person Signing Signature April 28, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

05/05/2003 TDIAZ1 00000056 76485652

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0521 40.00 OP
02 FC:0522 150.00 OP

TRADEMARK REEL: 002724 FRAME: 0798

TRADEMARK SECURITY AGREEMENT

(Academy Event Services LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ACADEMY EVENT SERVICES LLC, a Delaware limited liability corporation ("Debtor"), and CITICORP USA, INC. ("Secured Party"), acting in its capacity as Lender pursuant to that certain Credit Agreement dated as of April 4, 2003 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor and the Secured Party.

R E C I T A L S:

A. Debtor and the Secured Party have entered into that certain Security Agreement, dated as of April 4, 2003 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in

Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral 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.

[signatures to follow]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

DEBTOR:

ACADEMY EVENT SERVICES LLC

By: Tom Shapiro
Name: TOM SHAPIRO
Title: C.E.O.

SECURED PARTY:

CITICORP USA, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

DEBTOR:

ACADEMY EVENT SERVICES LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

CITICORP USA, INC.

By: William Douglas
Name: William Douglas
Title: VP

Schedule 1
to
Trademark Security Agreement

ACADEMY EVENT SERVICES LLC

Owner of Record	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods/Services
Borrower	U.S.A.	PLAN PRO II	Serial no. 764856521 registration no. is pending	Filed 1/28/03; registration date is pending	Computer software for determining internal layout of an event tent
Borrower	U.S.A.	INTELLITENT	Serial no. is 76485169; registration no. is pending	Filed 1/27/03; registration date is pending	Computer software for recording quotes given of event tents availability and periodic reminders
Borrower	U.S.A.	FASTRACK	2518560	12/11/01	Tents
Borrower	U.S.A.	QWIK-TOP	2072834	6/17/97	Tents
Borrower	U.S.A.	ACADEMY TENT AND CANVAS	1456419	9/8/87	Automotive accessories, namely fitted and semi-fitted vehicle covers; thermal and acoustical insulation blankets for use in the oil drilling and pumping field; baffles for noise attenuation for use in the oil drilling and pumping field; portable building structures, namely, canvas-covered partitions for use as windscreens, tennis screens, privacy panels, etc. and fabric liners for the above building structures; sun and shade coverings, namely, awnings and canopies; canvas storage bags; fabric webbing or strapping for use in tying articles for storage; textile banners and pennants; roll-up curtains; aprons
Borrower	U.S.A.	EVENT TECHNICAL SERVICES & Design	2434594	3/13/01	Providing temporary personnel for use at sporting events, parties, conventions, meetings and other gatherings; providing temporary support equipment, namely, scaffolding, flooring and stages, power distribution and lighting, sanitation, air conditioning and heating for use at sporting events, parties, conventions, meetings and other gatherings

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