

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WCP/Fern Exposition Services LLC		09/15/2005	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 N. LaSalle Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	a division of a Delaware corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2370415	GEO. E. FERN CO.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kattenlaw.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 W. Monroe Street		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Penelope S. Johnson		
Signature:	/Penelope S. Johnson/		
Date:	09/16/2005		

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Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of September, 2005 by **WCP/FERN EXPOSITION SERVICES LLC**, a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by the Lenders;

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

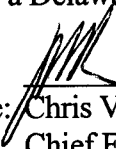
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

**WCP/FERN EXPOSITION SERVICES
LLC**, a Delaware limited liability company

By: 
Name: Chris Valentine
Title: Chief Financial Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
WCP/Fern Exposition Services LLC	GEO. E. FERN CO.	2,370,415 (U.S. registration)	July 25, 2000
WCP/Fern Exposition Services LLC	HUBBELL/TYNER	N/A (registered with the State of Kansas)	March 13, 2003
WCP/Fern Exposition Services LLC	HUBBELL TYNER	5015336 (registered with the State of Missouri)	February 13, 2003

TRADEMARK APPLICATIONS

None.