

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
URBAN EXPOSITION, LLC		08/07/2008	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	GEORGE LITTLE MANAGEMENT, LLC		
Street Address:	10 Bank Street		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1197348	BOSTON GIFT SHOW	
CORRESPONDENCE DATA			
Fax Number:	(212)292-5391		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 292 5390		
Email:	mail@ipcounselors.com		
Correspondent Name:	Epstein Drangel Bazerman & James, LLP		
Address Line 1:	60 East 42nd Street, Suite 820		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	1725-504		
NAME OF SUBMITTER:	Harold James		
Signature:	/harold james/		
Date:	09/10/2008		

OP \$40.00 1197348

Total Attachments: 9

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SECURITY AGREEMENT

SECURITY AGREEMENT ("Agreement") dated as of August 7, 2008, by Urban Exposition, LLC ("Grantor"), a Georgia limited liability company, with offices at 1690 Roberts Blvd., NW, Suite 111, Kennesaw, Georgia 30144, in favor of George Little Management, LLC ("Secured Party"), a Delaware limited liability company, with offices at 10 Bank Street, White Plains, New York 10606.

RECITALS:

A. Pursuant to Asset Purchase Agreement dated the date of this Agreement ("APA"), between the Secured Party and the Grantor, the Secured Party sold certain assets to Grantor and the Grantor is obligated to pay the purchase price therefor.

B. In order to secure the payment of the purchase price and other obligations of the Grantor to the Secured Party pursuant to the APA, the Grantor is willing to grant to the Secured Party a security interest in the assets sold as set forth in this Agreement.

NOW, THEREFORE, in consideration of the APA and the premises and the agreements herein, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Definitions. All capitalized terms used in this Agreement and which are not otherwise defined in this Agreement shall have the meaning ascribed to them in the APA (as shown on the attachment). All other terms used in this Agreement which are defined in Article 9 of the Uniform Commercial Code currently in effect in the Commonwealth of Massachusetts ("Code") and which are not otherwise defined herein shall have the same meanings as set forth in the Code.

SECTION 2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), the Grantor hereby pledges, assigns, and grants to the Secured Party a continuing security interest in all of the goodwill of the Business, accounts and general intangibles arising therefrom, the Assigned Contracts, the Supplemental Materials, and the Trademark, the Names, including without limitation, all registrations or applications for the Trademarks and Names now existing or existing in the future anywhere in the world, all income, royalties, damages, and payments now and hereafter due and/or payable for past or future infringements of the Trademark and Names, the right to sue for infringements of the Trademark and Names, all agreements relating exclusively to the Trademarks and Names, and the goodwill of the business symbolized by the Trademarks and Names, wherever located and all replacements and additions thereto, and the proceeds thereof (collectively, "Collateral")

SECTION 3. Security for Obligations and Event of Default. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the obligations of the Grantor pursuant to the APA, including without limitation Section 2.2 of the APA, whether now existing or hereafter incurred, and pursuant to this Agreement ("Obligations"). The failure of the Grantor to perform any of the Obligations which continues for 5 business days after notice shall be an Event of Default.

SECTION 4. Representations and Warranties. Grantor represents and warrants to the Secured Party as follows:

(a) The Grantor (i) is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Georgia and (ii) has all requisite power and authority to execute, deliver and perform this Agreement.

(b) The Grantor's chief place of business and chief executive office, the place where the Grantor keeps its records concerning accounts and general intangibles and all originals of all chattel paper which constitute accounts or general intangibles are located at 1690 Roberts Blvd., NW, Suite 111, Kennesaw, Georgia 30144.

(c) The Grantor is and will be at all times the owner of the Collateral free and clear of any lien, security interest, or other charge or encumbrance, except for the security interest created by this Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office, except such as may have been filed in favor of the Secured Party relating to this Agreement.

(d) The exercise by the Secured Party of any of its rights and remedies hereunder will not contravene any law or any contractual restriction binding or affecting the Grantor or any of its properties and will not result in or require the creation of any lien, security interest, or other charge or encumbrance upon or with respect to any of its properties.

(e) The Secured Party's filing of the financing statements required to perfect the security interest created by this Agreement result in the perfection of such security interests, except for those security interests that are perfected by possession.

(f) This Agreement creates a valid security interest in favor of the Secured Party in the Collateral, as security for the Obligations.

SECTION 5. Covenants. So long as any of the Obligations shall remain outstanding, unless the Secured Party shall otherwise consent in writing:

(a) The Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Secured Party may request in order (i) to perfect and protect the security interest purported to be created hereby, (ii) to enable the Secured Party to exercise and enforce his rights and remedies hereunder in respect of the Collateral, or (iii) to effect otherwise the purposes of this Agreement, including without limitation, (A) marking conspicuously each chattel paper included in the accounts and general intangibles with a legend, in form and substance satisfactory to the Secured Party, indicating that such chattel paper or Collateral is subject to the security interest created hereby and (B) furnishing to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request,

all in reasonable detail. Simultaneously with the execution of this Agreement, the Grantor has executed and delivered to the Secured Party undated collateral assignments with respect to certain types of Collateral.

(b) The Grantor will pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against any Collateral, except to the extent the validity thereof is being contested in good faith by proper proceedings which stay the imposition of any penalty, fine, or lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.

(c) (i) The Grantor will (A) give the Secured Party prompt notice of any change in the Grantor's name, identity, or organizational structure, (B) keep its chief place of business and all originals of all chattel paper which constitute accounts or general intangibles at the locations as set forth on Schedule I, and (C) keep adequate records concerning the accounts and general intangibles and such chattel paper and permit representatives of the Secured Party to inspect and make abstracts from such records and chattel paper during normal business hours.

(ii) The Grantor will continue to collect, at its own expense, all amounts due or to become due under the accounts and general intangibles. In connection with such collections, the Grantor may (and, at the Secured Party's direction, will) take such action as the Grantor or the Secured Party may deem necessary or advisable to enforce collection or performance of the accounts and general intangibles; provided, however, that the Secured Party shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, or an event with which the giving of notice or the lapse of time or both would constitute an Event of Default, to notify the account debtors or obligors under any Accounts and General Intangibles and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Grantor thereunder directly to the Secured Party and, upon such notification and at the expense of the Grantor and to the extent permitted by law, to enforce collection of any such Accounts and General Intangibles and to adjust, settle, or compromise the amount or payment thereof, in the same manner and to the same extent as the Grantor might have done. In addition, upon the occurrence and during the continuance of an Event of Default, or an event with which the giving of notice or the lapse of time or both would constitute an Event of Default, the Secured Party shall have the right to notify the United States Postal Service authorities to change the address for delivery of mail addressed to the Grantor to such address as the Secured Party may designate and to do all other acts and things necessary to carry out this Agreement. After an Event of Default, or an event which the giving of notice or the lapse of time or both would constitute an Event of Default, (A) all amounts and proceeds (including instruments) received by the Grantor in respect of the accounts and General Intangibles shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (1) released to the Grantor so long as no Event of Default shall have occurred and be continuing or (2) if any Event of Default shall have occurred and be continuing, applied as specified in Section 7(b) hereof, and (B) the Grantor will not adjust, settle or compromise the amount or payment of any account and

General Intangibles or release wholly or partly any account debtor or obligor thereof or allow any credit or discount thereon.

(d) The Grantor will not (i) sell, assign (by operation of law or otherwise), exchange, or otherwise dispose of any of the Collateral, or (ii) create or suffer to exist any lien, security interest, or other charge or encumbrance upon or with respect to any Collateral, except for the security interest created hereby.

(e) The Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in any copyright, patent, or trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby and the Grantor hereby authorizes the Secured Party to file all such writings for the foregoing purposes; provided, however, the Secured Party taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Additional Provisions Concerning the Collateral.

(a) The Grantor hereby authorizes the Secured Party to file, without the signature of the Grantor where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral which the Secured Party may deem necessary or desirable.

(b) The Grantor hereby irrevocably appoints the Secured Party the Grantor's attorney-in-fact and proxy, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral; (ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) of this subsection (b); and (iii) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of the Secured Party with respect to any Collateral.

(c) If the Grantor fails to perform any agreement contained herein, the Secured Party may perform, or cause performance of, such agreement or obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor pursuant to Section 8 hereof.

(d) The powers conferred on the Secured Party hereunder are solely to protect his interest in the Collateral and shall not impose any duty upon him to exercise any such powers. Except for the safe custody of any Collateral in his possession and the accounting for moneys actually received by him hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior party or any other rights



pertaining to any Collateral.

SECTION 7. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to them, all of the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral), and may also (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Secured Party make the Collateral available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at the Secured Party's offices or elsewhere, for cash, on credit or for future deliver, and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied (after payment of any amounts payable to the Secured Party pursuant to Section 8 hereof) in whole or in part by the Secured Party against, all or any part of the Obligations in such order as the Secured Party may determine and any remaining after payment in full of all of the Obligations shall be paid over to the Grantor or to such person as may be lawfully entitled to receive such surplus.

(c) In the event that the proceeds of any such sale, collection, or realization are insufficient to pay all amounts to which the Secured Party is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at the highest rate permitted by applicable law, together with the costs of collection and the reasonable fees and expenses of any attorneys employed by the Secured Party to collect such deficiency.

SECTION 8. Indemnity and Expenses.

(a) The Grantor agrees to indemnify the Secured Party from and against any and all claims, losses, and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses, or liabilities resulting solely and directly from the Secured Party's gross negligence or willful misconduct.

(b) The Grantor will, upon demand, pay to the Secured Party the amount of

any and all costs and expenses, including the reasonable fees and disbursements of the Secured Party's counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the administration of this Agreement; (ii) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 9. Notices, Etc. All notices permitted or required by any provision of this Agreement shall be made in writing and sent via hand delivery or recognized overnight courier or by certified U.S. Mail, return receipt requested, addressed to the address of the receiving party or parties, or to such other address as may be designated by written notice. In the event there is a change in the address of any of the parties, such party shall inform the remaining parties within twenty (20) days of such change. Notice sent by certified U.S. Mail, return receipt requested, shall be deemed to have been given on the date which falls two (2) days after the date postmarked by the United States Postal Service. In all other cases, notice shall be deemed to have been given upon delivery. For purposes of this Agreement, notice to each of the parties shall given as follows:

If to Grantor: At the address of the Grantor set forth above.

If to Secured Party: At the address of the Secured Party set forth above.

With a copy to: Tannenbaum Dubin & Robinson, LLP
1140 Avenue of the Americas
New York, New York 10036
Attn: Mitchell S. Iden, Esq.

SECTION 10. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Grantor and the Secured Party, and no waiver of any provision of this Agreement, and no consent to any departure by the Grantor therefrom, shall be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder or under the Loans shall operate as a waiver thereof; nor shall any single or partial exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein and in the Loans are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Party under this Agreement and the Loans are not conditional or contingent on any attempt by the Secured Party to exercise any of their rights against any other person. This Agreement does not in any way amend, limit, modify, or waive, the Secured Party's rights under the Loans.

(c) 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 portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Obligations, (ii) be binding on the Grantor and its successors and assigns and shall inure, together with all rights and remedies of the Secured Party and his successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Secured Party may assign or otherwise transfer its rights under its Loans, and its rights under this Agreement, to any other person, and such other person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Party herein or otherwise. None of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party.

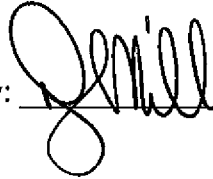
(e) Upon the satisfaction in full of the Obligations: (i) this Agreement and the security interest created hereby shall terminate and all rights to the Collateral shall revert to the Grantor, and (ii) the Secured Party will, upon the Grantor's request and at the Grantor's expense, (A) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (B) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(f) This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed herein without consideration as to choice of law.

(g) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the antecedent person or persons or entity or entities may require. The headings preceding the text of the Sections included in this Agreement and the headings to Exhibits attached to this Agreement are for convenience only and shall not be deemed part of this Agreement be given any effect in interpreting this Agreement. The use of the terms "including or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation", respectively. References to Section, subsections or exhibits shall refer to those portions of this Agreement. Consummation of the transactions contemplated herein shall not be deemed a waiver of a breach of or inaccuracy in any representation, warranty or covenant or of any party's rights and remedies with regard thereto. No specific representation, warranty or covenant contained herein shall limit the generality or applicability of a more general representation, warranty or covenant was not also breached or inaccurate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, as of the date first above written.

URBAN EXPOSITION, LLC

By:  _____

GEORGE LITTLE MANAGEMENT, LLC.

By:  _____



Attachment

ASSIGNED CONTRACTS shall mean the contracts, accounts, liabilities, and agreements listed on Schedule 4.2.B to the APA.

BUSINESS shall mean the business of owning, managing, and presenting the Show.

NAMES shall mean the names "Souvenir Source" and "Made in New England."

SHOWS shall mean the exhibitions known as the Boston Gift Show currently held one time per year in Boston, Massachusetts and any other exhibition directed toward the gift industry held within a 100 mile radius of Boston, Massachusetts, irrespective of whether a Show is then being held in Boston, Massachusetts and irrespective of any use of the Trademark or the Names.

SUPPLEMENTAL MATERIALS shall mean with respect to the Show, all of Seller's exhibitor lists, attendee lists, advertising/production lists, and lists of prospective exhibitors.

TRADEMARK shall mean "Boston Gift Show," a registered trademark of the Seller.