

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Just Marketing, Inc.		11/02/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brown Brothers Harriman & Co., as Administrative Agent		
<b>Street Address:</b>	40 Water Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77824619	JMI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	304555-1		
<b>NAME OF SUBMITTER:</b>	Adam M. Grandy		
<b>Signature:</b>	/Adam M. Grandy/		
<b>Date:</b>	11/11/2009		

CH \$40.00 77824619

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**TRADEMARK**  
**REEL: 004094 FRAME: 0566**

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2009, is between JUST MARKETING, INC. (the "Grantor"), and BROWN BROTHERS HARRIMAN & CO., individually and as administrative agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of June 4, 2008, as amended by that certain Amendment to Credit Agreement dated as of December 30, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, formerly known as JMI Acquisition Corp., JMI Holding LLC ("JMI Holding") and ZBT Europa Ltd. ("ZBT" and, together with JMI Holding, the "Guarantors" and, the Guarantors, together with the Grantor, the "Credit Parties"), the Foreign Subsidiaries party thereto (the "Foreign Subsidiaries"), Executive Drive Events Acquisition Corp., now known as Executive Drive Events, Inc., ("Executive Drive"), and the lenders party thereto (the "Lenders"), the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans and other extensions of credit to the Grantor.

WHEREAS pursuant to the Security Agreement, dated as of June 4, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor and the other Credit Parties, each Credit Party granted to Agent a security interest in and continuing lien on, all of such Credit Party's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees 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 Trademarks***

The Grantor hereby grants to Agent a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

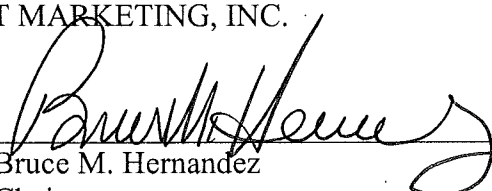
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

JUST MARKETING, INC.

By: \_\_\_\_\_

  
Bruce M. Hernandez  
Chairman

AGENT:

BROWN BROTHERS HARRIMAN & CO.,  
as Administrative Agent

By: \_\_\_\_\_

Daniel G. Head, Jr.  
Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

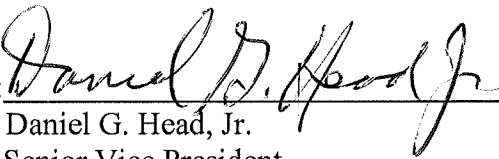
GRANTOR:

JUST MARKETING, INC.

By: \_\_\_\_\_  
Bruce M. Hernandez  
Chairman

AGENT:

BROWN BROTHERS HARRIMAN & CO.,  
as Administrative Agent

By:  \_\_\_\_\_  
Daniel G. Head, Jr.  
Senior Vice President

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**



<b>Word Mark</b>	<b>JMI</b>
<b>Goods and Services</b>	IC 035. US 100 101 102. G & S: Advertising services, public relations and marketing services, namely, promoting and marketing the goods and services of others through all public communication means; Commercial administration of the licensing of the goods and services of others; Corporate event management services; Promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with motorsports and other sporting activities; Services with regard to product presentation to the public
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved
<b>Serial Number</b>	77824619
<b>Filing Date</b>	September 11, 2009
<b>Current Filing Basis</b>	1B
<b>Original Filing Basis</b>	1B
<b>Owner</b>	(APPLICANT) Just Marketing, Inc. CORPORATION DELAWARE 10960 Bennett Parkway Zionsville INDIANA 46077
<b>Attorney of Record</b>	Joel E. Tragesser
<b>Description of Mark</b>	Color is not claimed as a feature of the mark. The mark consists of four curved, broad lines or strokes to the left of the letters "JMI".
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

BOS 739970.1