

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
Experient Holding Company Inc.		12/15/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	78456989	C	
Serial Number:	75355513	CONFERON	
Serial Number:	78153406	CONFERONLINE	
Serial Number:	77120073	CONNEXUS	
Serial Number:	78455810	E	
Serial Number:	78832948	EVENTRFID	
Serial Number:	77119998	EVENTXL	
Serial Number:	78697863	EXHIBITION EXCELLENCE	
Serial Number:	78923769	EXPERIENT	
Serial Number:	77120103	EXPOCARD	
Serial Number:	76044945	EXPOCONNECT	
Serial Number:	78674173	ITS	
Serial Number:	78153388	MEET WITH SUCCESS	
Serial Number:	75846326	OUR CLIENTS MEET WITH SUCCESS	

OP \$440.00 78456989

900150073

TRADEMARK
REEL: 004115 FRAME: 0169

Serial Number:	78674329	PERFECTING THE EVENT EXPERIENCE
Serial Number:	78832252	SMARTEVENT
Serial Number:	78832278	SMARTEVENT

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0137
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	12/16/2009

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2009, by EXPERIENT HOLDING COMPANY INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Experient Inc., the other Credit Parties from time to time party thereto, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to, among other things, make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrower (as defined therein) which is a direct subsidiary of Grantor;

WHEREAS, Grantor is a guarantor of Borrower's obligations under the Credit Agreement and will derive direct benefit from the financial accommodations being made to the Borrower thereunder; and

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


Notwithstanding the foregoing, the Trademark Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

3. RELEASE OF LIENS. Upon the occurrence of an event pursuant to the Credit Agreement or Security Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, Agent will, at Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral held by Agent hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

[signature page follows]

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

EXPERIENT HOLDING COMPANY INC.

By: 
Name: Erik W. Holinsen
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

Name:

Scott Harlinghouse

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004115 FRAME: 0174

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS AND REGISTRATIONS:

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Ownership
C Design	78/456989	7/26/2004	3001545	9/27/2005	Experient Holding Company Inc.
CONFERON	75/355513	9/12/1997	2198220	10/20/1998	Experient Holding Company Inc.
CONFERONLINE	78/153406	8/12/2002	2794712	12/16/2003	Experient Holding Company Inc.
CONNEXUS	77/120073	3/1/2007			Experient Holding Company Inc.
E Design	78/455810	7/23/2004	2995209	9/13/2005	Experient Holding Company Inc.
EVENTRFID (Stylized)	78/832948	3/9/2006	3596656	3/24/2009	Experient Holding Company Inc.
EVENTXL	77/119998	3/1/2007			Experient Holding Company Inc.
EXHIBITION EXCELLENCE (Stylized)	78/697863	8/22/2005	3196111	1/9/2007	Experient Holding Company Inc.
EXPERIENT	78/923769	7/6/2006			Experient Holding Company Inc.
EXPOCARD	77/120103	3/1/2007			Experient Holding Company Inc.
EXPOCONNECT	76/044945	5/9/2000	3023957	12/6/2005	Experient Holding Company Inc.
ITS Design	78/674173	7/20/2005	3191791	1/2/2007	Experient Holding Company Inc.
MEET WITH SUCCES	78/153388	8/12/2002	2721582	6/3/2003	Experient Holding Company Inc.
OUT CLIENTS MEET WITH SUCCESS	75/846326	11/11/1999	2486084	9/4/2001	Experient Holding Company Inc.
PERFECTING THE EVENT EXPERIENCE	78/674329	7/20/2005	3369206	1/15/2008	Experient Holding Company Inc.
SMARTEVENT	78/832252	3/8/2006	3279614	8/14/2007	Experient Holding Company Inc.
SMARTEVENT (Stylized)	78/832278	3/8/2006	3279615	8/14/2007	Experient Holding Company Inc.

TRADEMARK LICENSES:

[None.]