

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 |
|---|----------|----------------|---|
| Sparks Marketing Group, Inc. | | 04/07/2010 | CORPORATION: PENNSYLVANIA |
| Sparks Exhibits Holding Corporation | | 04/07/2010 | CORPORATION: DELAWARE |
| Sparks Exhibits & Environments Corp. | | 04/07/2010 | CORPORATION: PENNSYLVANIA |
| Sparks Exhibits & Environments, Inc. | | 04/07/2010 | CORPORATION: GEORGIA |
| Sparks Exhibits & Environments Incorporated | | 04/07/2010 | CORPORATION: FLORIDA |
| Sparks Custom Retail LLC | | 04/07/2010 | LIMITED LIABILITY COMPANY: PENNSYLVANIA |
| Sparks Exhibits & Environments, Ltd. | | 04/07/2010 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | PNC Bank, National Association, as Agent |
| Street Address: | 500 First Avenue |
| Internal Address: | Commercial Loan Service Center/DCC |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | National Association: PENNSYLVANIA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2853498 | SPARKSLINK |
| Registration Number: | 2778028 | SPARKSTRACK |
| Registration Number: | 2806662 | SPARKSPORT |
| Registration Number: | 2862545 | SPARKSGAP |

900159283

**TRADEMARK
 REEL: 004183 FRAME: 0119**

CH \$265.00 2853498

| | | |
|----------------------|----------|--------------------------------|
| Registration Number: | 2857853 | SPARKS EXHIBITS & ENVIRONMENTS |
| Registration Number: | 2964888 | SPARKS |
| Registration Number: | 3637879 | TECH-EM |
| Serial Number: | 77485963 | EVENT-RX |
| Serial Number: | 77458151 | DRIVING BRAND PERFORMANCE |
| Serial Number: | 77619876 | SPARKS |

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 343728 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 04/09/2010 |

Total Attachments: 11
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source=4-9-10 Sparks Marketing-TM#page11.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sparks Marketing Group, Inc.
 2828 Charter Road
 Philadelphia, PA 19154

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: PA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 04/07/2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION, AS AGENT

Internal

Address: COMMERCIAL LOAN SERVICE CENTER/DCC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: _____ Zip: 15219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other NA Citizenship PA
 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 343728

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

4/08/2010

Date

LUIS RODRIGUEZ

Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 7th day of April, 2010 by SPARKS MARKETING GROUP, INC., a Pennsylvania corporation, SPARKS EXHIBITS HOLDING CORPORATION, a Delaware corporation, SPARKS EXHIBITS & ENVIRONMENTS CORP., a Pennsylvania corporation, SPARKS EXHIBITS & ENVIRONMENTS, INC., a Georgia corporation, SPARKS EXHIBITS & ENVIRONMENTS, LTD., a California corporation, SPARKS EXHIBITS & ENVIRONMENTS INCORPORATED, a Florida corporation, SPARKS CUSTOM RETAIL LLC, a Pennsylvania limited liability company (each, a "Grantor," and together, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors have entered into that certain Revolving Credit, Term Loan and Security Agreement as borrowers (Grantors, together with each Person joined as borrower to the Loan Agreement from time to time, the "Borrowers"), Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan 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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such 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, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the

"Patents"), 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 such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

[signatures to appear on following page]

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

SPARKS MARKETING GROUP, INC.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO - PRESIDENT

SPARKS EXHIBITS HOLDING CORPORATION

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS EXHIBITS & ENVIRONMENTS CORP.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS EXHIBITS & ENVIRONMENTS, INC.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS EXHIBITS & ENVIRONMENTS, LTD.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

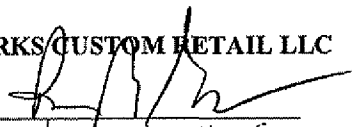
SPARKS EXHIBITS AND ENVIRONMENTS INCORPORATED

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

S-1

SPARKS CUSTOM RETAIL LLC

By: 
Name: RICHARD B. GINSBURG
Title: CFG

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Eric Ritter
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]


S-2

SPARKS CUSTOM RETAIL LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Eric Ritter
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Registration No.</u> |
|--------------------------------------|--------------------------------|
| SPARKSLINK | 2,853,498 |
| SPARKSTRACK | 2,778,028 |
| SPARKSPORT | 2,806,662 |
| SPARKSGAP | 2,862,545 |
| SPARKS EXHIBITS & ENVIRONMENTS | 2,857,853 |
| SPARKS | 2,964,888 |
| SPARKS & logo design | |
| EventRx | 77/485,963 (application) |
| DRIVING BRAND PERFORMANCE | 77/485,151 (application) |
| TECH-EM | 3,637,879 |
| SPARKS/word mark | 77/619,876 (application) |

PATENT REGISTRATIONS

None.

SCHEDULE -1

074658.01316/11976105v.2

TRADEMARK
REEL: 004183 FRAME: 0127

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Philadelphia* :

On this 5 of April, 2010, before me personally appeared ROBERT B. GROSSING to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of SPARKS MARKETING GROUP, INC., a Pennsylvania corporation, SPARKS EXHIBITS HOLDING CORPORATION, a Delaware corporation, SPARKS EXHIBITS & ENVIRONMENTS CORP., a Pennsylvania corporation, SPARKS EXHIBITS & ENVIRONMENTS, INC., a Georgia corporation, SPARKS EXHIBITS & ENVIRONMENTS, LTD., a California corporation, SPARKS EXHIBITS & ENVIRONMENTS INCORPORATED, a Florida corporation, SPARKS CUSTOM RETAIL LLC, a Pennsylvania limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Phyllis Elliott
Notary Public
My Commission Expires:

NOTARY PUBLIC
PHYLLIS ELLIOTT
Notary Public
PHILADELPHIA CITY, PHILADELPHIA CNTY
My Commission Expires Jul 13, 2013

[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

POWER OF ATTORNEY

SPARKS MARKETING GROUP, INC., a Pennsylvania corporation, SPARKS EXHIBITS HOLDING CORPORATION, a Delaware corporation, SPARKS EXHIBITS & ENVIRONMENTS CORP., a Pennsylvania corporation, SPARKS EXHIBITS & ENVIRONMENTS ,INC., a Georgia corporation, SPARKS EXHIBITS & ENVIRONMENTS, LTD., a California corporation, SPARKS EXHIBITS & ENVIRONMENTS INCORPORATED, a Florida corporation, SPARKS CUSTOM RETAIL LLC, a Pennsylvania limited liability company (each, a "Grantor," and together, the "Grantors"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), and Grantors, dated as of April 1, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, or any of them, with the power to endorse the name of Grantors, or any of them, on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated as of April 1, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors, or any of them, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, or any of them, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

SPARKS MARKETING GROUP, INC.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO & PRESIDENT

SPARKS EXHIBITS HOLDING CORPORATION

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS EXHIBITS & ENVIRONMENTS CORP.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS EXHIBITS & ENVIRONMENTS, INC.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS EXHIBITS & ENVIRONMENTS, LTD.

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS EXHIBITS AND ENVIRONMENTS INCORPORATED

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

SPARKS CUSTOM RETAIL LLC

By: [Signature]
Name: ROBERT B. GINSBURG
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

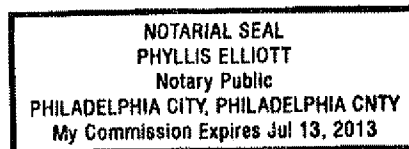
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Philadelphia :

On this 5 of April, 2010 before me personally appeared Robert B. Ginsburg, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of SPARKS MARKETING GROUP, INC., a Pennsylvania corporation, SPARKS EXHIBITS HOLDING CORPORATION, a Delaware corporation, SPARKS EXHIBITS & ENVIRONMENTS CORP., a Pennsylvania corporation, SPARKS EXHIBITS & ENVIRONMENTS, INC., a Georgia corporation, SPARKS EXHIBITS & ENVIRONMENTS, LTD., a California corporation, SPARKS EXHIBITS & ENVIRONMENTS INCORPORATED, a Florida corporation, SPARKS CUSTOM RETAIL LLC, a Pennsylvania limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Phyllis Elliott

Notary Public
My Commission Expires:



[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]