

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY INTEREST										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> <tr> <td>THE V.I.P. TOUR COMPANY, A DELAWARE CORPORATION</td> <td></td> <td>05/06/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	THE V.I.P. TOUR COMPANY, A DELAWARE CORPORATION		05/06/2010	CORPORATION: DELAWARE			
Name	Formerly	Execution Date	Entity Type								
THE V.I.P. TOUR COMPANY, A DELAWARE CORPORATION		05/06/2010	CORPORATION: DELAWARE								
RECEIVING PARTY DATA											
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent										
Street Address:	1111 Fannin Street, 10th Floor										
City:	Houston										
State/Country:	TEXAS										
Postal Code:	77002										
Entity Type:	National Association: UNITED STATES										
PROPERTY NUMBERS Total: 5											
Property Type	Number	Word Mark									
Registration Number:	3691383	PREMIUM INVENTORY									
Registration Number:	3518597	PREMIUM INVENTORY									
Registration Number:	3210815	IN CROWD									
Registration Number:	3210816	THE IN CROWD									
Registration Number:	3210818	THE POWER OF IN									
CORRESPONDENCE DATA											
Fax Number:	(800)516-6304										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	614-280-3303										
Email:	michael.violet@wolterskluwer.com										
Correspondent Name:	Michael Violet										
Address Line 1:	4400 Easton Commons Way, Suite 125										
Address Line 2:	CT Corporation										
Address Line 4:	Columbus, OHIO 43219										

OP \$140.00 3691383

900161974

**TRADEMARK
REEL: 004204 FRAME: 0407**

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	05/12/2010
<p>Total Attachments: 5 source=7.Trademark#page1.tif source=7.Trademark#page2.tif source=7.Trademark#page3.tif source=7.Trademark#page4.tif source=7.Trademark#page5.tif</p>	

Grant of Security Interest in Trademarks

Trademark Security Agreement, dated as of May 6, 2010 by THE V.I.P. TOUR COMPANY, a Delaware corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH

Whereas, the Grantor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the holders of the Obligations, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent 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 Trademark Collateral. The Grantor hereby grants to the Collateral Agent for the benefit of the holders of the Obligations a Lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the "Applicable Collateral"):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

THE V.I.P. TOUR COMPANY

By: 

Name: Kathy Willard

Title: Executive Vice President

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: _____
Title: Tina Ruyter
Executive Director

[Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER; REGISTRATION DATE	TRADEMARK	STATUS
The V.I.P. Tour Company	3,691,383 October 6, 2009	PREMIUM INVENTORY and De- sign	
The VIP Tour Company	3,518,597 October 14, 2008	PREMIUM INVENTORY	
The VIP Tour Company	3,210,815 February 20, 2007	IN CROWD	
The VIP Tour Company	3,210,816 February 20, 2007	THE IN CROWD	
The VIP Tour Company	3,210,818 February 20, 2007	THE POWER OF IN	

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