

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WCP Exposition Services Holding Company LLC		03/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
Champion Exposition Services LLC		03/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GE Business Financial Services Inc. (f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), as Administrative Agent
<b>Street Address:</b>	201 Merritt 7, 6th Floor
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06856-5201
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	77902364	WHEELHOUSE SOLUTIONS EXPERTS IN EXPERIENCE MARKETING.
Serial Number:	77902329	WHEELHOUSE SOLUTIONS
Serial Number:	85170403	EVENTRAC TECHNOLOGY SUITE
Serial Number:	85163668	EVENTRACK
Serial Number:	85163681	EVENTRAC

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-993-2698  
 Email: magdalini.rizakos@lw.com  
 Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

**900194570**

**TRADEMARK  
 REEL: 004563 FRAME: 0990**

**CH \$140.00 77902364**

Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	06/17/2011

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2011, (this "Trademark Security Agreement") is made by WCP EXPOSITION SERVICES HOLDING COMPANY LLC ("Holdings"), CHAMPION EXPOSITION SERVICES LLC ("Champion" and together with Holdings, the "Grantors" and each a "Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 15, 2005, among Champion, WCP Exposition Services Operating Company LLC ("Intermediate Holdings"), Champion Exposition Services of Northern California LLC ("Champion CA"), WCP/Fern Exposition Services LLC ("Fern"), Champion Shipping Services LLC ("Champion Shipping"), The Chase Marketing Group LLC ("WCP Chase"), Fern Transportation, LLC ("Fern Transportation" and together with Champion, Intermediate Holdings, Champion CA, Fern, Champion Shipping and WCP Chase, the "Borrowers"), Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make loans and other financial accommodations available to the Borrowers;

WHEREAS, pursuant to Section 2 of that certain Guarantor Security Agreement, dated as of September 15, 2005, among Holdings, the other parties identified as "Debtors" therein and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantor Security Agreement"), Holdings has granted to Agent, for its benefit and the benefit of the Lenders, Security Interests (as defined in the Guarantor Security Agreement) in substantially all the assets of Holdings, including all right, title and interest of Holdings in and to all now owned or existing or hereafter created, acquired or arising trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing, and any and all proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to Section 2 of that certain Borrower Security Agreement, dated as of September 15, 2005, among Champion, the other parties identified as "Debtors" therein and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Borrower Security Agreement" and together with the Guarantor Security Agreement, the "Security Agreements"), Champion has granted to Agent, for its benefit and the benefit of the Lenders, Security Interests (as defined in the Borrower Security Agreement) in substantially all the assets of Champion, including all right, title and interest of Champion in and to all now owned or existing or hereafter created, acquired or arising

trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing, and any and all proceeds thereof, to secure the payment and performance of the Obligations;

WHEREAS, pursuant to Section 4.3 of each of the Guarantor Security Agreement and the Borrower Security Agreement, as applicable, the Grantors are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Grantors own the Trademark registration applications listed on Schedule I annexed hereto.

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, Grantors hereby agree as follows:

Section 1. Defined Terms. The following terms, as used herein, have the meanings set forth below. Capitalized terms used herein without definition are used as defined in the Guarantor Security Agreement or the Borrower Security Agreement, as applicable.

“Trademarks” means any trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing.

Section 2. Grant of Security Interests in Trademark Collateral. Grantors hereby grant to Agent, for its benefit and the benefit of the Lenders, a lien on, a continuing first priority security interest in and rights of set-off against any and all of Grantors’ right, title and interest in, to and under the following property and interests in property of such Grantors, whether now owned or existing or hereafter created, acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantors (collectively, the “Trademark Collateral”):

- (a) all of Grantors’ Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties and proceeds of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment of each such Trademark.

Section 3. Security Agreements. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to the Agent, for its benefit and the benefit of the Lenders, pursuant to the Security Agreements. Grantors hereby acknowledge, affirm and agree that the rights and remedies of the Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and subject to the security interests hereunder.

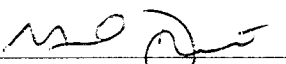
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois, without regard to conflicts of laws principles.

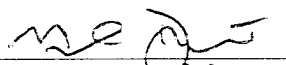
[SIGNATURE PAGE FOLLOWS]

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

**WCP EXPOSITION SERVICES HOLDING  
COMPANY LLC, as Grantor**

By:   
Name: MICHAEL T. SMITH  
Title: CHIEF FINANCIAL OFFICER

**CHAMPION EXPOSITION SERVICES LLC,  
as Grantor**

By:   
Name: MICHAEL T. SMITH  
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS FINANCIAL SERVICES INC.**  
(f/k/a Merrill Lynch Capital, a division of  
Merrill Lynch Business Financial Services Inc.),  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

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

**WCP EXPOSITION SERVICES HOLDING  
COMPANY LLC, as Grantor**

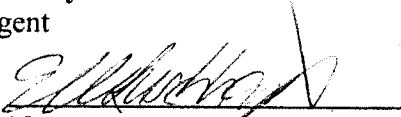
By: \_\_\_\_\_  
Name:  
Title:

**CHAMPION EXPOSITION SERVICES LLC,  
as Grantor**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS FINANCIAL SERVICES INC.  
(f/k/a Merrill Lynch Capital, a division of  
Merrill Lynch Business Financial Services, Inc.),  
as Agent**

By:   
Name: ELLEN RUSCHHAUPT  
Title: DULY AUTHORIZED SIGNER

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registration Applications

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
WCP Exposition Services Holding Company LLC	Wheelhouse Solutions Experts in Experience Marketing	77902364	12/29/2009
WCP Exposition Services Holding Company LLC	Wheelhouse Solutions	77902329	12/29/2009
Champion Exposition Services LLC	Eventrac Technology Suite	85170403	11/5/2010
Champion Exposition Services LLC	Eventrack	85163668	10/28/2010
Champion Exposition Services LLC	Eventrac	85163681	10/28/2010