

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
Creative Management Services, LLC		09/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	1349 W. Peachtree St NW		
Internal Address:	Suite 1325		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2500274	MC2	
Registration Number:	3440078	MC2	
Serial Number:	77694117	MC2 ECOFLEX EXHIBIT SYSTEM RENT. JOIN. SAVE.	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
Phone:	404-420-5527		
Email:	rjk@phrd.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	CREATIVE MANAGEMENT		

CH \$90.00 2500274

900202805

TRADEMARK
REEL: 004627 FRAME: 0952

NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ba/
Date:	09/22/2011
Total Attachments: 7 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif source=Trademark#page6.tif source=Trademark#page7.tif	

EXECUTION VERSION

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 21, 2011 is made by **CREATIVE MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (the "Grantor"), having an address at 3 Alpine Court, Chestnut Ridge, New York 10977, in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, with an office at 1349 West Peachtree Street NW, Suite 1325, Atlanta, Georgia 30309, as lender (in such capacity the "Bank"), in connection with that certain Financing Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among Grantor, CREATIVE MANAGEMENT SERVICES, INC., a Missouri corporation ("Parent"), and CMS II LLC, a Delaware limited liability company ("CMS II"), and Bank.

WITNESSETH:

WHEREAS, in connection with that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by Borrower in favor of Bank, Bank has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, and the parties have agreement to secure such extensions of credit with the collateral described in the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to, among other things, grant to Bank, a continuing security interest in all Intellectual Property, including, without limitation, all Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor pursuant to the Financing Agreement, the Grantor agrees, for the benefit of Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, the Grantor assigns and grants to Bank to secure the prompt and complete payment and performance of all Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Bank in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Financing Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. 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 contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:




David S. Kuzniek, Secretary

[COMPANY SEAL]

None

CREATIVE MANAGEMENT SERVICES,
LLC

By: 

William S. Medve, Executive Vice President;
Chief Financial Officer; Assistant Secretary

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK
REEL: 004627 FRAME: 0956

STATE OF *New Jersey*)
COUNTY OF *Bergen*) ss

On the 10th day of September, 2011, before me personally came William S. Medve, who is personally known to me to be the Executive Vice President; Chief Financial Officer; and Assistant Secretary of **CREATIVE MANAGEMENT SERVICES, LLC**, a Delaware limited liability company; who, being duly sworn, did depose and say that he is the Executive Vice President; Chief Financial Officer; and Assistant Secretary in such limited liability company, the company described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the company; and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

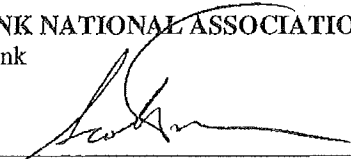
My commission expires: **MYOLENE J. DOMINIQUE**
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2328763
My Commission Expires 6/17/2015
(PLACE STAMP AND SEAL ABOVE)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK
REEL: 004627 FRAME: 0957

U.S. BANK NATIONAL ASSOCIATION,
as the Bank

By: _____


Scot Turner, Senior Vice President

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK
REEL: 004627 FRAME: 0958

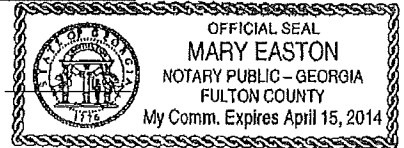
STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On the 21st day of September, 2011, before me personally came Scot Turner, who is personally known to me to be a Senior Vice President of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association; who, being duly sworn, did depose and say that he is a Senior Vice President in such association, the association described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Mary Easton

Notary Public

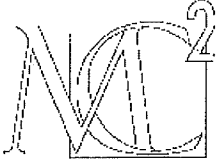

My commission expires:



(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A
to Notice of Grant of Security Interests in Trademark Rights

U.S. Trademark Registrations and Applications

Grantor	Trademark/Service Mark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)
Creative Management Services, LLC		Promoting the sale of goods and services of others through the design, production and management of exhibits, marketing events, business meetings, electronic media, entertainment and expositions (Int'l Cl. 35)	2,500,274 (October 23, 2001)
Creative Management Services, LLC	MC2®	Promoting the sale of goods and services of others through the design, production and management of exhibits, marketing events, business meetings, electronic media, entertainment and expositions (Int'l Cl. 35)	3,440,078 (June 3, 2008)
Creative Management Services, LLC		Promoting the sale of the goods and services of others through the design, production and management of trade show and marketing exhibits (Int'l Cl. 35)	77/694,117 (March 18, 2009)

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