

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
ZC Holdings, LLC		06/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
Naylor, LLC		06/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
The Convention Management Group, LLC		06/07/2012	LIMITED LIABILITY COMPANY: VIRGINIA
Naylor (Canada), Inc.		06/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation
Street Address:	10 East 40th Street
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3287935	NAYLOR
Registration Number:	3287934	NAYLOR

CORRESPONDENCE DATA

Fax Number: 2027995144
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2027994000
 Email: gregory.esau@dlapiper.com
 Correspondent Name: Ryan C. Compton
 Address Line 1: 500 Eighth Street, NW

OP \$65.00 3287935

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 373011-9

NAME OF SUBMITTER: Ryan C. Compton

Signature: /Ryan C. Compton/

Date: 06/08/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into as of June 7, 2012, by (i) ZC Holdings, LLC, a Delaware limited liability company (“**Holdings**”), (ii) Naylor, LLC, a Delaware limited liability company (“**Borrower**”), (iii) The Convention Management Group, LLC, a Virginia limited liability company (“**CMG**”) and (iv) Naylor (Canada), Inc., a Delaware corporation (“**NCI**” and collectively with Holdings, Borrower and CMG, the “**Grantors**” and each a “**Grantor**”), in favor of PROSPECT CAPITAL CORPORATION, a Maryland corporation, in its capacity as agent (“**Agent**”) for the benefit of the Lenders (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Senior Secured Loan Agreement dated as of the date hereof among Borrower, Holdings, Agent and the Lenders from time to time a party thereto (the “**Lenders**”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), Lenders have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower, and Borrower has incurred certain obligations to Lenders and Agent.

B. Grantors have executed and delivered to Agent, for the benefit of the Lenders, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to the Agent, for the benefit of the Lenders, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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, each Grantors hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Code) but only if and to the extent included in the Collateral (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any

State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each U.S. registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, “**Trademarks**”);

(b) all rights of such Grantor in all present and future agreements containing any right to use or other license with respect to such Grantor’s Trademarks or another Person’s Trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, and subject to the rights of any other Person who is the licensor related thereto, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(c) all renewals of any Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

Notwithstanding the foregoing, the term “Trademark Collateral” shall not include, and no security interest or Lien shall be granted or deemed granted in, (i) any lease, license, contract, permit, instrument, security or franchise to which a Grantor is a party or any of such Grantor’s rights thereunder, if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license or contract permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law including the Bankruptcy Code, or principles of equity); provided, however, that, upon the termination or lapse of any such provision with respect to any such lease, license, contract, permit, instrument, security or franchise, such Grantor shall, automatically and without the necessity of any further action on the part of such Grantor or any other Person, be deemed to have granted to the Secured Party a security interest in and Lien upon all of such Grantor’s right, title and interest in and to any such lease, license, contract, permit, instrument, security or franchise and the same shall constitute Collateral hereunder, all as if such provision had never been effective, (ii) any asset to the extent such a grant would be prohibited by or result in a breach or termination of the terms of any documentation relating to such asset, or (iii) any intent-to-use trademark or service mark applications to the extent that any law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in any loss, termination, invalidity, cancellation, unenforceability or abandonment of rights from the grant, attachment, creation or enforcement of such security interest therein; and provided further that nothing in this sentence shall limit or restrict the assignment or grant of a security interest by any Grantor in any cash or non-cash Proceeds of any such lease, license or contract.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter, pursuant to the Security Agreement. Without limiting the generality of the foregoing, this Trademark Security

Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Lien and security interests granted to Agent, on behalf of itself and for the ratable benefit of Lenders, pursuant to the Security Agreement, and has been executed and delivered by each Grantor for the purpose of recording with the United States Patent and Trademark Office the grant of a security interest granted herein and in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien and security interest in the Trademark Collateral made and granted hereby are subject to, and 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. If there is any conflict between the terms and conditions of this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If a Grantor obtains rights to any new Trademarks or Trademark Licenses included in the Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any new application filed by such Grantor to register any Trademark, or any acquisition by such Grantor from a third party of any application to register, or registration of, any Trademark, in each case where such Grantor has or acquired an ownership interest in any of the foregoing and where the foregoing is included in the Collateral. Without limiting each Grantor's obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new application to register, or such registration of, such Trademark. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral granted herein and pursuant to the Security Agreement, whether or not listed on the schedules hereto.

6. RELEASE; TERMINATION OF AGREEMENT. This Trademark Security Agreement shall automatically terminate upon payment and satisfaction in full of the Obligations (other than contingent indemnity obligations for which no claim has been made). At such time, Agent shall, at the request and expense of Grantors, promptly reassign, redeliver and release (or cause to be so reassigned, redelivered and released) all of its interest in and to (and any other right, title or interest in or to) the Trademark Collateral hereunder, and shall execute such documents as may be reasonably necessary to evidence such release or, if applicable, reassignment (including as may be reasonably necessary to record such release with the United States Patent and Trademark Office).


7. COUNTERPARTS. Any number of counterparts of this Trademark Security Agreement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTORS:

ZC HOLDINGS, LLC

By: 
Name: Joshua Gutfreund
Title: President

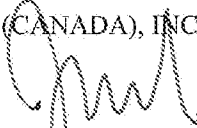
NAYLOR, LLC

By: _____
Name: Alexander DeBarr
Title: President and Chief Executive Officer

THE CONVENTION MANAGEMENT GROUP, LLC

By: _____
Name: Alexander DeBarr
Title: President

NAYLOR (CANADA), INC.

By: 
Name: Joshua Gutfreund
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: _____
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004797 FRAME: 0977

IN WITNESS WHEREOF, each 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.

GRANTORS:

ZC HOLDINGS, LLC

By: _____
Name: Joshua Gutfreund
Title: President

NAYLOR, LLC

By: _____
Name: Alexander DeBarr
Title: President and Chief Executive Officer

THE CONVENTION MANAGEMENT GROUP, LLC

By: _____
Name: Alexander DeBarr
Title: President

NAYLOR (CANADA), INC.

By: _____
Name: Joshua Gutfreund
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: _____
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004797 FRAME: 0978

IN WITNESS WHEREOF, each 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.

GRANTORS:

ZC HOLDINGS, LLC

By: _____
Name:
Title:

NAYLOR, LLC

By: _____
Name:
Title:

THE CONVENTION MANAGEMENT GROUP, LLC


By: _____
Name:
Title:

NAYLOR (CANADA), INC.

By: _____
Name:
Title:



ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: 
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Record	Trademark	Registration Date	Ser./Reg. No.	Owner
US Federal	NAYLOR	September 4, 2007	SN:78-809378 RN: 3,287,935	Naylor, LLC (Delaware Limited Liability Company) 5950 N.W. 1st Place Gainesville, Florida 32607
US Federal	NAYLOR and Design 	September 4, 2007	SN:78-809373 RN: 3,287,934	Naylor, LLC (Delaware Limited Liability Company) 5950 N.W. 1st Place Gainesville, Florida 32607
Canada	NAYLOR	January 22, 2008	AN: 1289076-00 RN: TMA705229	NAYLOR, LLC 5950 N.W. 1st Place Gainesville, FL 32607 UNITED STATES
Canada	NAYLOR TRIANGLE DESIGN  Disclaimer: The right to the exclusive use of the word NAYLOR is disclaimed apart from the trade-mark.	September 19, 2007	AN: 1289079-00 RN: TMA696819	NAYLOR, LLC 5950 N.W. 1st Place Gainesville, FL 32607 UNITED STATES

U.S. TRADEMARK APPLICATIONS

None.

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

None.