

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"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>WCP/Fern Exposition Services LLC to become known as Fern Exposition Services LLC</td> <td></td> <td>06/30/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	WCP/Fern Exposition Services LLC to become known as Fern Exposition Services LLC		06/30/2012	LIMITED LIABILITY COMPANY: DELAWARE				
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<table border="1"> <tr> <td>Name:</td> <td>BMO Harris Bank N. A., as Agent</td> </tr> <tr> <td>Street Address:</td> <td>111 West Monroe Street</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60603</td> </tr> <tr> <td>Entity Type:</td> <td>National Banking Association: UNITED STATES</td> </tr> </table>				Name:	BMO Harris Bank N. A., as Agent	Street Address:	111 West Monroe Street	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60603	Entity Type:	National Banking Association: UNITED STATES
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PROPERTY NUMBERS Total: 1															
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CORRESPONDENCE DATA															
<p>Fax Number: 3128035299 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: (312) 845-3430 Email: kalwa@chapman.com Correspondent Name: Richard Kalwa Address Line 1: 111 West Monroe Street Address Line 2: Chapman and Cutler LLP Address Line 4: Chicago, ILLINOIS 60603</p>															
ATTORNEY DOCKET NUMBER:	1988542														
NAME OF SUBMITTER:	Richard Kalwa														

Signature:	/richard kalwa/
Date:	07/03/2012
Total Attachments: 4 source=3203170#page1.tif source=3203170#page2.tif source=3203170#page3.tif source=3203170#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 30th day of June, 2012, WCP/FERN EXPOSITION SERVICES LLC, a Delaware limited liability company to become known as Fern Exposition Services LLC ("*Debtor*") with its principal place of business and mailing address at 645 Linn Street, Cincinnati, Ohio 45203, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association ("*Harris*", with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successors or assigns to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, ~~each such trademark, trademark registration, and trademark application~~; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of the Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WCP/FERN EXPOSITION SERVICES LLC to
become known as Fern Exposition Services
LLC

By 
Name Robert Castillo
Title Chairman

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WCP/FERN EXPOSITION SERVICES LLC to
become known as Fern Exposition Services
LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By Mary Ahrens
Name MARY Ahrens
Title SVP

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
George Fern Transportation	3417559	April 29, 2008

PENDING FEDERAL TRADEMARK APPLICATIONS

None.