

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RANGEFINDER PUBLISHING CO., INC.		06/17/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	901 MAIN STREET, 14TH FLOOR
Internal Address:	TX1-492-14-11
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	3572966	AFTERCAPTURE
Registration Number:	1963420	RANGEFINDER
Registration Number:	3383730	WEDDING & PORTRAIT PHOTOGRAPHERS INTERNA
Registration Number:	2046736	WEDDING & PORTRAIT PHOTOGRAPHERS INTERNA
Registration Number:	3423367	WPPI
Registration Number:	3423368	WPPI

CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626

OP \$165.00 3572966

TRADEMARK

ATTORNEY DOCKET NUMBER:	024700-0162
NAME OF SUBMITTER:	KRISTIN J. AZCONA
Signature:	/KJA/
Date:	07/01/2013
Total Attachments: 10 source=Emerald Trademark Security Agreement#page1.tif source=Emerald Trademark Security Agreement#page2.tif source=Emerald Trademark Security Agreement#page3.tif source=Emerald Trademark Security Agreement#page4.tif source=Emerald Trademark Security Agreement#page5.tif source=Emerald Trademark Security Agreement#page6.tif source=Emerald Trademark Security Agreement#page7.tif source=Emerald Trademark Security Agreement#page8.tif source=Emerald Trademark Security Agreement#page9.tif source=Emerald Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of June 17, 2013, is entered into by each of the undersigned (each, a “Grantor”) in favor of Bank of America, N.A., as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which such Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of 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.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

EMERALD EXPOSITIONS, INC.,
a Delaware corporation

By: 


Name: David Loechner

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005061 FRAME: 0187

RANGEFINDER PUBLISHING CO., INC.,
a California corporation

By: 
Name: David Loechner
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005061 FRAME: 0188

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Gregory P. Stewart
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005061 FRAME: 0189

SCHEDULE A

TRADEMARKS

Trademark Registrations

Country	Mark	Registrant	Filing Date	Application Number	International Class	Sections 8+15 Due	Registration Date	Registration Number	Renewal Date
United States	ASD/AMD	Emerald Expositions, Inc.	6/22/2007	77/212,797	16, 35	2014-02-26	2/26/2014	3,388,265	2/26/2018
United States	ASR	Emerald Expositions, Inc.	10/4/2002	76/455,684	35		3/16/2004	2,822,408	3/16/2014
United States	BICYCLE RETAILER AND INDUSTRY NEWS	Emerald Expositions, Inc.	3/2/1999	75/651,517	16		3/28/2000	2,335,400	3/28/2020
United States	BUYING POWER INDEX	Emerald Expositions, Inc.	6/13/1988	73/733,834	35		1/9/1990	1,576,716	1/9/2020
United States	CONTRACT	Emerald Expositions, Inc.	2/2/1988	73/709,271	16		10/4/1988	1,507,103	10/4/2018
United States	COUTURE	Emerald Expositions, Inc.	5/24/2001	76/262,268	35		2/25/2003	2,690,044	2/25/2023
United States	COUTURE JEWELLERY COLLECTION & CONFERENCE	Emerald Expositions, Inc.	4/14/2006	78/861,889	35, 41	2/6/2013	2/6/2007	3,206,217	2/6/2017
						Section 8 & 15 is in grace period. VNU is determining whether filing will be made.			

Country	Mark	Registrant	Filing Date	Application Number	International Class	Sections 8+15 Due	Registration Date	Registration Number	Renewal Date
United States	DISPLAY & DESIGN IDEAS	Emerald Expositions, Inc.	5/18/1995	74/675,973	16		3/5/1996	1,960,489	3/5/2016
United States	DDI	Emerald Expositions, Inc.	11/11/2003	78/325,911	16		5/31/2005	2,958,589	5/31/2015
United States	FLY FISHING RETAILER	Emerald Expositions, Inc.	11/24/1997	75/395,124	16		4/20/1999	2,241,385	4/20/2019
United States	GLOBALSHOP	Emerald Expositions, Inc.	3/1/1996	75/066,296	35		11/10/1998	2,203,112	11/10/2018
United States	HD	Emerald Expositions, Inc.	5/9/1994	74/520,855	16		5/23/1995	1,895,079	5/23/2015
United States	HD	Emerald Expositions, Inc.	5/9/1994	74/520,945	35		5/30/1995	1,896,434	5/30/2015
United States	HOSPITALITY DESIGN	Emerald Expositions, Inc.	3/4/1992	74/251,943	16		8/3/1993	1,786,313	8/3/2013
United States	HOSPITALITY DESIGN	Emerald Expositions, Inc.	6/26/1997	75/314,884	16		7/28/1998	2,176,761	7/28/2018
United States	HOSPITALITY DESIGN	Emerald Expositions, Inc.	5/28/1991	74/170,632	35		5/19/1992	1,688,075	8/3/2013
United States	IMPRESSIONS	Emerald Expositions, Inc.	7/17/2000	76/091,664	16		7/3/2001	2,465,790	7/3/2021
United States	INFRONT	Emerald Expositions, Inc.	9/6/2007	77/273,141	35	5/6/2014	5/6/2008	3,422,638	5/6/2018
United States	INTERBIKE	Emerald Expositions, Inc.	10/4/1990	74/103,546	35		4/14/1992	1,683,179	4/14/2022

Country	Mark	Registrant	Filing Date	Application Number	International Class	Sections 8+15 Due	Registration Date	Registration Number	Renewal Date
United States	KITCHEN & BATH BUSINESS	Emerald Expositions, Inc.	2/2/1988	73/709,274	16		6/27/1989	1,545,323	6/27/2019
United States	LAS VEGAS MERCHANDISE EXPO	Emerald Expositions, Inc.	1/3/1995	74/617,544	35		11/7/1995	1,934,511	11/7/2015
United States	MARKETPLACE	Emerald Expositions, Inc.	5/24/1989	73/802,272	35		10/16/1990	1,617,848	10/16/2020
United States	MEDTRADE	Emerald Expositions, Inc.	5/10/1993	74/388,039	35 41		5/10/1994	1,835,642	5/10/2014
United States	MEDTRADE	Emerald Expositions, Inc.	2/24/1997	75/246,563	35 42		8/25/1998	2,183,575	8/25/2018
United States	MODERN DAY MARINE MILITARY EXPOSITION	Emerald Expositions, Inc.	6/23/1993	74/404,667	35		3/29/1994	1,828,532	3/29/2014
United States	NATIONAL JEWELER	Emerald Expositions, Inc.	2/18/2005	78/570,417	41		5/2/2006	3,087,371	5/2/2016
United States	OUTDOOR RETAILER	Emerald Expositions, Inc.	5/7/1998	75/480,736	16 35		9/28/1999	2,281,007	9/28/2019
United States	PDN	Emerald Expositions, Inc.	2/7/1995	74/631,006	16		9/10/1996	1,999,210	9/10/2016
United States	PHOTO DISTRICT NEWS	Emerald Expositions, Inc.	2/7/1995	74/630,917	16		12/31/1996	2,026,342	12/31/2016
United States	PHOTOPLUS	Emerald Expositions, Inc.	6/10/2009	77/755,906	35	11/17/2014	11/17/2009	3,712,083	11/17/2019
United States	PLATINUM CIRCLE AWARDS	Emerald Expositions, Inc.	2/6/1990	74/026,090	41		2/26/1991	1,636,385	2/26/2021

Country	Mark	Registrant	Filing Date	Application Number	International Class	Sections 8+15 Due	Registration Date	Registration Number	Renewal Date
United States	RETAIL 2020	Emerald Expositions, Inc.	9/6/2007	77/273,097	35	11/25/2014	11/25/2008	3,538,188	11/25/2018
United States	RETAIL DESIGN	Emerald Expositions, Inc.	3/8/2013	85/871,324	16, 35, 41, 42				
United States	RETAIL DESIGN MAGAZINE	Emerald Expositions, Inc.	3/8/2013	85/871,344	16, 35, 41, 42				
United States	SACRED CRAFT	Emerald Expositions, Inc.	4/30/2008	77/461,791	35	12/23/2014	12/23/2008	3,549,606	12/23/2018
United States	SOURCEDIRECT	Emerald Expositions, Inc.	10/24/2005	78/739,070	35	4/10/2013	4/10/2007	3,228,862	4/10/2017
						Section 8&15 in grace period. NVU is determining whether filing will be made			
United States	SURVEY OF BUYING POWER	Emerald Expositions, Inc.	6/16/1988	73/734,746	16		4/25/1989	1,536,359	4/25/2019
United States	SURVEY OF BUYING POWER	Emerald Expositions, Inc.	4/27/2009	77/723,011	41	11/24/2015	11/24/2009	3,714,839	11/24/2019
United States	THE IMPRINTED SPORTSWEAR SHOWS	Emerald Expositions, Inc.	3/16/1998	75/450,670	35		9/28/1999	2,280,855	9/28/2019
United States	THE NATIONAL HOME HEALTH CARE EXPOSITION	Emerald Expositions, Inc.	7/20/1987	73/673,286	35		12/6/1988	1,515,707	12/6/2018

Country	Mark	Registrant	Filing Date	Application Number	International Class	Sections 8+15 Due	Registration Date	Registration Number	Renewal Date
United States	THE STORE FIXTURING SHOW	Emerald Expositions, Inc.	4/29/1996	75/096,228	35		8/5/1997	2,086,651	8/5/2017
United States	THE VISUAL MERCHANDISING SHOW (Stylized)	Emerald Expositions, Inc.	4/29/1996	75/095,505	35		4/28/1998	2,153,337	4/28/2018
United States	VARIETY MERCHANDISE SHOW	Emerald Expositions, Inc.	3/20/1996	75/075,721	35		11/18/1997	2,113,473	11/18/2017
United States	VIRTUE POWERED BY ASR	Emerald Expositions, Inc.	5/6/2008	77/466,479	35	8/18/2015	8/18/2009	3,670,460	8/18/2019
United States	AFTERCAPTURE	Rangefinder Publishing Co., Inc.	10/10/2006	76/667,189	16	2/10/2015	2/10/2009	3,572,966	2019-02-10
United States	RANGEFINDER	Rangefinder Publishing Co., Inc.	5/5/1995	74/671,957	16		3/19/1996	1,963,420	2016-03-19
United States	WEDDING & PORTRAIT PHOTOGRAPHERS INTERNATIONAL	Rangefinder Publishing Co., Inc.	10/16/2006	76/667,594	35	2/19/2014	2/19/2008	3,383,730	2018-02-19
United States	WEDDING & PORTRAIT PHOTOGRAPHERS INTERNATIONAL	Rangefinder Publishing Co., Inc.	5/5/1995	74/672,091	42		3/18/1997	2,046,736	2017-03-18
United States	WPPI	Rangefinder Publishing Co., Inc.	12/18/2006	76/670,448	35	5/6/2014	5/6/2008	3,423,367	5/6/2018
United States	WPPI (Design Mark)	Rangefinder Publishing Co., Inc.	12/18/2006	76/670,449	35	5/6/2014	5/6/2008	3,423,368	2018-05-06