

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hanley Wood Exhibitions, Inc.		12/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3512536	ADAPT!
Registration Number:	3315794	ARTISTRY IN DECORATIVE CONCRETE
Registration Number:	3621149	AUTOMOTIVE SERVICE AND REPAIR WEEK
Registration Number:	2865580	BIG BUILDER
Registration Number:	2872407	BIG BUILDER
Registration Number:	2853222	
Registration Number:	3400407	DECKEXPO
Registration Number:	3483958	GREENSITE
Registration Number:	3483959	GREENSITE
Registration Number:	2997957	HANLEY WOOD INTERNATIONAL ROOFING EXPO
Registration Number:	2997953	INTERNATIONAL ROOFING EXPO
Registration Number:	3054657	JLC LIVE
Registration Number:	3479536	MASONRY CONSTRUCTION'S CHALLENGE
Registration Number:	3161653	STONEXPO

CH \$490.00 3512536

Registration Number:	1663619	SURFACES
Registration Number:	4118401	TECHNOLOGY FOR CONSTRUCTION
Registration Number:	3310093	WOMEN IN CONCRETE
Registration Number:	1215200	WORLD OF CONCRETE
Registration Number:	1826752	WORLD OF MASONRY

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-530
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	02/26/2014

Total Attachments: 7

source=HW - Amendment to Trademark Security Agreement (Exhibitions) (Executed)#page1.tif
source=HW - Amendment to Trademark Security Agreement (Exhibitions) (Executed)#page2.tif
source=HW - Amendment to Trademark Security Agreement (Exhibitions) (Executed)#page3.tif
source=HW - Amendment to Trademark Security Agreement (Exhibitions) (Executed)#page4.tif
source=HW - Amendment to Trademark Security Agreement (Exhibitions) (Executed)#page5.tif
source=HW - Amendment to Trademark Security Agreement (Exhibitions) (Executed)#page6.tif
source=HW - Amendment to Trademark Security Agreement (Exhibitions) (Executed)#page7.tif

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of December 31, 2013, is delivered by Hanley-Wood, LLC, a Delaware limited liability company ("Grantor") and Hanley Wood Exhibitions, Inc., a Delaware corporation ("HW Exhibitions") in favor of General Electric Capital Corporation, as agent for the Secured Parties ("Agent") in connection with the Security Agreement described below.

R E C I T A L S:

WHEREAS, Grantor is indebted to Agent and the Secured Parties pursuant to that certain Guaranty and Security Agreement dated as of December 27, 2012 (as amended, restated, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor and Agent are party to that certain Trademark Security Agreement dated as of December 27, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"), recorded on December 28, 2012, as Reel/Frame 4927/0850 with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to a Worldwide Trademark Assignment dated December 31, 2013, Grantor concurrently assigns its right, title and interest in and to the trademarks on the attached Schedule A to HW Exhibitions, and

WHEREAS, Grantor and HW Exhibitions acknowledge that the transfer of the trademarks on Schedule A does not interrupt the security interest in said marks, and desire to confirm the same in writing.

NOW, THEREFORE, the parties hereto agree for good and valuable consideration to amend the Trademark Agreement as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Uninterrupted Security Interest. Grantor and HW Exhibitions represent and warrant to Agent as of the date hereof that, except as expressly set forth herein, nothing contained in this Amendment shall (A) amend, modify or alter any term or condition of the Trademark Agreement; or (B) diminish, prejudice or waive Agent or any Secured Party's rights and remedies under the Trademark Agreement, and Agent hereby reserves all of such rights and remedies.

Section 3. Security Agreement. The security interest confirmed in this Amendment is pursuant to the Security Agreement, and Grantor and HW Exhibitions hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the trademark collateral made and granted hereby 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. Moreover, HW Exhibitions expressly agrees to be bound by all terms and conditions of the Security Agreement, the Trademark Agreement, and this Amendment.

Section 4. Remaining Liability. HW Exhibitions hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

Section 5. Transfer. Grantor acknowledges that it is entering into this Amendment in light of the concurrent transfer of the marks listed on Schedule A.


Section 6. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

Section 7. Governing Law. This Amendment shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles.


[signature page to follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date first written above.

HANLEY-WOOD, LLC

By: 
Name: _____
Title: _____

HANLEY WOOD EXHIBITIONS, INC.

By: 
Name: _____
Title: _____

[Amendment to Trademark Security Agreement dated 12/27/12]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Andy Welicky*








Name: ANDY WELICKY

Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARKS

REGISTRATIONS

Trademark Name	Country	Reg. No./ Reg. Date
ADAPT! FIRST USE: 12-00-2002	United States	3512536 07-Oct-2008
ARTISTRY IN DECORATIVE CONCRETE FIRST USE: 01-00-2003	United States	3315794 23-Oct-2007
AUTOMOTIVE SERVICE AND REPAIR WEEK FIRST USE: 11-05-2008	United States	3621149 12-May-2009
BIG BUILDER FIRST USE: 11-11-2003	United States	2865580 20-Jul-2004
BIG BUILDER and Design FIRST USE: 11-Nov-2003	United States	2872407 10-Aug-2004
		
Concrete Design 	China	4684063 28-Jan-2009
Concrete Design 	China	4684062 07-Jan-2009
Concrete Design 	Japan	4911803 02-Dec-2005
Concrete Design 	Mexico	828770 07-Apr-2004
Concrete Design 	Taiwan	1185100 01-Dec-2005
Concrete Design  FIRST USE: 02-00-2003	United States	2853222 15-Jun-2004
DECKEXPO FIRST USE: 03-13-2003	United States	3400407 18-Mar-2008
GREENSITE FIRST USE: 01-22-2008	United States	3483958 12-Aug-2008

Trademark Name	Country	Reg. No./ Reg. Date
GREENSITE and Design 	United States	3483959 12-Aug-2008
FIRST USE: 01-22-2008		
HANLEY WOOD INTERNATIONAL ROOFING EXPO and Design 	United States	2997957 20-Sept-2005
FIRST USE: 07-09-04		
INTERNATIONAL ROOFING EXPO and Design 	United States	2997953 20-Sept-2005
FIRST USE: 07-09-04		
JLC LIVE FIRST USE: 10-00-2000	United States	3054657 31-Jan-2006
MASONRY CONSTRUCTION'S CHALLENGE FIRST USE: 08-00-2005	United States	3479536 05-Aug-2008
MUNDO DEL CONCRETO	Argentina	2101429 26-Jul-2006
MUNDO DEL CONCRETO	Venezuela	1576 10-Jul-1995
STONEXPO FIRST USE: 00-00-1987	United States	3161653 24-Oct-2006
SURFACES	European Union (CTM)	003952006 08-Aug-2007
SURFACES FIRST USE: 06-01-1989	United States	1663619 05-Nov-1991
TECHNOLOGY FOR CONSTRUCTION FIRST USE: 03-00-2004	United States	4118401 27-Mar-2012
THE WORLD OF CONCRETE	France	1533792 31-May-1989
THE WORLD OF CONCRETE and Design 	Switzerland	357459 05-Aug-1987
WOMEN IN CONCRETE FIRST USE: 02-00-2005	United States	3310093 09-Oct-2007
WORLD OF CONCRETE	Argentina	2101430 26-Jul-2006

Trademark Name	Country	Reg. No./ Reg. Date
WORLD OF CONCRETE	China	939567 28-Jan-1997
WORLD OF CONCRETE	Germany	2056920 16-Feb-1994
WORLD OF CONCRETE	Japan	4116938 20-Feb-1998
WORLD OF CONCRETE	Mexico	850312 15-Sep-2004
WORLD OF CONCRETE	Taiwan	100112 16-May-1998
WORLD OF CONCRETE	United Kingdom	B1329599 26-Jul-1991
WORLD OF CONCRETE FIRST USE: 08-00-1974	United States	1215200 02-Nov-1982
WORLD OF CONCRETE (Katakana)	Japan	4116939 20-Feb-1998
WORLD OF MASONRY FIRST USE: 11-30-1991	United States	1826752 15-Mar-1994

APPLICATIONS

Trademark Name	Country	App. No./ App. Date
THE INTERNATIONAL COVERING EVENT SURFACES STONEXPO MARMOMACC AMERICAS ARCHITECTURE and Design TILE EXPO 	United States	86/013805 18-Jul-2013

Trademark Name	Country	App. No/ App. Date
THE INTERNATIONAL COVERING EVENT SURFACES STONEXPO MARMOMACC AMERICAS ARCHITECTURE and Design TILE EXPO 	United States	86/013791 18-Jul-2013
TILE EXPO and Design 	United States	86/013614 18-Jul-2013
WORLD OF CONCRETE INDIA	India	2443997 18-Dec-2012

CH01/26299076.2