

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325958

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QUEST EVENTS, LLC		12/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEXAS CAPITAL BANK, N.A.		
<b>Street Address:</b>	2000 MCKINNEY AVENUE		
<b>Internal Address:</b>	SUITE 700		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	FINANCIAL INSTITUTION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86363345	VENDOR SEASON OPENER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7139515660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	713-951-5600		
<b>Email:</b>	IPDOCKETING@STRASBURGER.COM		
<b>Correspondent Name:</b>	STRASBURGER & PRICE, LLP / JOHN A. TANG		
<b>Address Line 1:</b>	909 FANNIN STREET		
<b>Address Line 2:</b>	SUITE 2300		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	81580.0169		
<b>NAME OF SUBMITTER:</b>	Teresa L. Wrye		
<b>SIGNATURE:</b>	/Teresa L. Wrye/		
<b>DATE SIGNED:</b>	12/12/2014		
<b>Total Attachments: 4</b>			
source=Quest-IP_Security_Agreement-Quest_Events#page1.tif			
source=Quest-IP_Security_Agreement-Quest_Events#page2.tif			
source=Quest-IP_Security_Agreement-Quest_Events#page3.tif			

CH \$40.00 86363345

TRADEMARK



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of December 8, 2014, is made by Quest Events, LLC, a Delaware limited liability company (“*Debtor*”), in favor of Texas Capital Bank, National Association (“*Secured Party*”).

WHEREAS, Debtor has entered into that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) with Secured Party; and

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Credit Agreement, Debtor has executed and delivered in favor of Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”); and

WHEREAS, under the terms of the Credit Agreement and the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, all Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the trademark and service mark registrations and applications set forth in *Schedule A* hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

5. Execution in Counterparts. This IP Security 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.

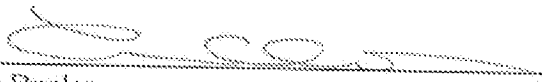
6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Signature Page Follows]

EXECUTED as of the day, month and year first above written.

QUEST EVENTS, LLC

By:   
Lee Dunlap  
Chief Executive Officer

Address for Notices:

2591 Dallas Parkway, Suite 201  
Frisco, Texas 75034  
Attention: Lee Dunlap

Signature Page to  
Intellectual Property Security Agreement  
(Quest Events, LLC)

**TRADEMARK**  
**REEL: 005418 FRAME: 0356**

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>Serial Number</b>
VENDOR SEASON OPENER	86363345