

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarion Events USA, Inc.		10/16/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Security Agent		
Street Address:	Agency UK		
Internal Address:	10 Harewood Avenue		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	NW1 6AA		
Entity Type:	societe anonyme: FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4008320	BORDER SECURITY EXPO	
Registration Number:	4585368	EXCELLENCE IN BORDER SECURITY INITIATIVE	
Registration Number:	4464068	SALUTE TO FALLEN HEROES	
Registration Number:	4478740	US/CANADA BORDER CONFERENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	048012-0030		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/21/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 16, 2015 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of BNP Paribas, as security agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Security Agent").

WHEREAS, pursuant to the Senior Facilities Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have entered into that certain Pledge and Security Agreement, dated as of October 16, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantors and the other persons party thereto as grantors in favor of the Security Agent.

WHEREAS, the Grantors are members of an affiliated group of companies that includes the Borrowers and the other Guarantors under the Senior Facilities Agreement;

WHEREAS, pursuant to an Accession Deed dated as of the date of the Pledge and Security Agreement, each Grantor has acceded to the Senior Facilities Agreement as an Additional Guarantor;

WHEREAS, the Grantors and the Borrowers under the Senior Facilities Agreement are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit to the Borrowers under the Senior Facilities Agreement and the other Finance Documents; and

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Parties to continue to make available the extensions of credit to the Borrowers under the Senior Facilities Agreement and the other Finance Documents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and 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 (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the

use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world,

provided that, in no event shall "Trademark Collateral" include any Excluded Assets, and the grant of security in Trademark Collateral pursuant to this Section 2 shall not be deemed to extend to any Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use 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 Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security 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. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

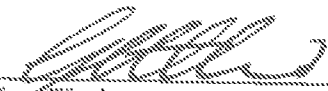
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

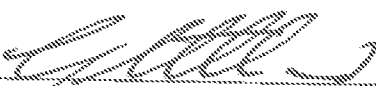
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLARION EVENTS USA, INC.,
as Grantor

By: 
Name: Greg Ward
Title: President

URBAN EXPOSITION, L.L.C.,
as Grantor

By: 
Name: Greg Ward
Title: Manager

Accepted and Agreed:

BNP Paribas,
as Security Agent



By: _____

Name: CLAUDINE TODD
Title: AUTHORISED SIGNATORY






JOHN DIPPLE
AUTHORISED SIGNATORY

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 005650 FRAME: 0250

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: Clarion Events USA, Inc.

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
BORDER SECURITY EXPO	35	85050420 28-MAY-2010	4008320 09-AUG-2011
	41	85862139 27-FEB-2013	4585368 12-AUG-2014
	41	85862130 27-FEB-2013	4464068 07-JAN-2014
	35	85697526 07-AUG-2012	4478740 04-FEB-2014

Owner: Urban Exposition, LLC

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
	35	74619085 19-SEP-1994	1937341 21-NOV-1995
AIRPORT REVENUE NEWS	16, 41	77550886 19-AUG-2008	3671929 25-AUG-2009
ARN	16, 41	77550853 19-AUG-2008	3594798 24-MAR-2009
BOSTON GIFT SHOW ¹	35	73201021 22-JAN-1979	1197348 08-JUN-1982
CALIFORNIA GIFT SHOW	35	78394147 31-MAR-2004	2964062 28-JUN-2005
FLORIDA RESTAURANT & LODGING SHOW	35	78924661 07-JUL-2006	3248752 29-MAY-2007
FOOD TRENDS EXPERIENCE	35	85751644 11-OCT-2012	4346662 04-JUN-2013

¹ A&O to confirm whether existing security in place will be/has been released. Perfection certificate also indicates registration pending. A&O to confirm.

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
SAN FRANCISCO INTERNATIONAL GIFT FAIR	35	74538918 17-JUN-1994	1938062 28-NOV-1995
THE FOODSERVICE COUNCIL FOR WOMEN	35	85123865 07-SEP-2010	3982879 21-JUN-2011
THE L.A. GIFT SHOW	35	85554021 27-FEB-2012	4290433 12-FEB-2013
THE ORIGINAL GATLINBURG GIFT SHOW	35	75688354 22-APR-1999	2343258 18-APR-2000
THE SMOKY MOUNTAIN GIFT SHOW, INC.	35	74387385 07-MAY-1993	1854826 20-SEP-1994

Applications:

Owner	Trademark	Application Date	Application Number
Urban Exposition, L.L.C.	THE SEATTLE GIFT SHOW	August 18, 2015	867287933
Urban Exposition, L.L.C.	INTERNATIONAL RESTAURANT & FOODSERVICE SHOW OF NEW YORK	August 18, 2015	86728663