

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXL EVENTS, LLC		06/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	1420 Fifth Avenue, 7th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4137183	DIGITAL PHARMA	
Registration Number:	4391623	DIGITAL PHARMA	
CORRESPONDENCE DATA			
Fax Number:	6023647070		
<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>			
Phone:	602-364-7000		
Email:	julie.eslick@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	TWO N CENTRAL AVENUE, SUITE 2200		
Address Line 2:	JULIE A. ESLICK		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	0371581		
NAME OF SUBMITTER:	Julie A. Eslick		
SIGNATURE:	/Julie A. Eslick/		
DATE SIGNED:	07/08/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2016 (as amended, supplemented or otherwise modified from time to time, this “*Agreement*”), between EXL EVENTS, LLC, a Delaware limited liability company (the “*Grantor*”), and U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the “*Administrative Agent*”).

Reference is made to (a) the Credit Agreement, dated as of September 17, 2014, as amended by the First Amendment and Consent, dated as of June 30, 2016 (as so amended and as hereafter amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among QUESTEX, LLC (the “*Borrower*”), QUESTEX INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability (“*Holdings*”), the Lenders party thereto, City National Bank, as Syndication Agent, and U.S. Bank National Association, as Swingline Lender, LC Issuer, and Administrative Agent, (b) the Guarantee and Security Agreement, dated as of September 17, 2014 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, Holdings and the Administrative Agent and (c) the Subsidiary Joinder Agreement, dated as of June 30, 2016, between the Grantor and the Administrative Agent pursuant to which the Grantor became a Guarantor and Grantor under the Security Agreement.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and Holdings and the Grantor (the “*Guarantors*”) have guaranteed the obligations of the Borrower and the Borrower and the Guarantors (including the Grantors) secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and permitted assigns), for the ratable benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in or to any and all of the following assets and properties 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 (excluding the Excluded Assets) (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URLs), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (collectively, the “*Trademarks*”);

(b) all rights and privileges arising under applicable law with respect to the use of such Trademarks;

(c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof; and

(d) all goodwill associated therewith or symbolized by any of the foregoing.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

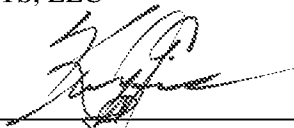
4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic method of transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.


EXL EVENTS, LLC

By:  _____

Name: Kerry Gumas

Title: President and Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent

By:  _____
Name: Colleen McEvoy
Title: Senior Vice President

SCHEDULE I

TRADEMARKS

<u>Trademark</u>	<u>Reg. No</u>	<u>Reg. Date</u>
Digital Pharma	4,137,183	May 1, 2012
Digital Pharma	4,391,623	August 27, 2013