

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428612

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMERALD EXPOSITIONS, LLC		05/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	901 MAIN STREET - 14TH FLOOR		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4955560	ACCENT ON DESIGN	
<b>Registration Number:</b>	4119856	AMERICA'S SOUVENIR SHOW	
<b>Registration Number:</b>	5116780	ASD	
<b>Registration Number:</b>	5185525	ASDINSIDER	
<b>Registration Number:</b>	5171557	ASDMARKETWEEK	
<b>Registration Number:</b>	5033129	CYCLOFEST	
<b>Registration Number:</b>	4059270	DD	
<b>Registration Number:</b>	2723585		
<b>Registration Number:</b>	4398816	DIGITAL DEALER	
<b>Registration Number:</b>	3186936	DIGITAL DEALER	
<b>Registration Number:</b>	4977388	HOW DESIGN LIVE	
<b>Registration Number:</b>	4062930	INTERNATIONAL GIFT EXPOSITION IN THE SMO	
<b>Registration Number:</b>	4709842	IOT JOURNAL	
<b>Registration Number:</b>	4852488	LUEUR	
<b>Registration Number:</b>	5185238	PIZZA&PASTA NORTHEAST	
<b>Registration Number:</b>	3383029	PUTTING RFID TO WORK	
<b>Registration Number:</b>	4792082	RANGEFINDER RF	
<b>Registration Number:</b>	3518627	RFID IN FASHION	
<b>Registration Number:</b>	2887992	RFID JOURNAL	
<b>TRADEMARK</b>			

OP \$715.00 4955560

Property Type	Number	Word Mark
Registration Number:	5195736	S SWIM COLLECTIVE
Registration Number:	5074809	SEE IT. TRY IT. BUY IT.
Registration Number:	4412452	SOUVENIR GIFT SHOW TRAIL
Registration Number:	5098103	THE IBD SUMMIT
Registration Number:	4620254	THE SOUVENIR SUPER SHOW
Registration Number:	4918944	U.S. ANTIQUE SHOWS US
Registration Number:	5197488	VENTURE OUT
Registration Number:	4699668	GREAT TRIPS MAKE GREAT MEMORIES! GREAT S
Serial Number:	87346970	SOURCEDIRECT

**CORRESPONDENCE DATA**

**Fax Number:** 7147558290

*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.*

**Phone:** 7147558290

**Email:** kristin.azcona@lw.com, IPDOCKET@LW.COM

**Correspondent Name:** LATHAM & WATKINS LLP

**Address Line 1:** 650 Town Center Drive, Suite 2000

**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	049268-0151
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA
<b>SIGNATURE:</b>	/KJA/
<b>DATE SIGNED:</b>	05/23/2017

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Agreement"), dated as of May 22, 2017, is entered into by the of the undersigned (the "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**, the Grantor has executed and delivered that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof, 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 the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the 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, the 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. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now or at any time hereafter owned by the Grantor or in which the Grantor now has or at any time in the future may own 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 the Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. trademarks, trade names, trade dress corporate names, company names, business 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, including 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) 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 or any registration issuing therefrom 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 benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the 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. The 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.

GRANTOR:

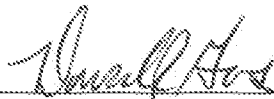
EMERALD EXPOSITIONS, LLC

By:   
Name: David Gosling  
Title: Senior Vice President, General  
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006066 FRAME: 0833**

PIZZA GROUP, LLC

By:   
Name: David Gosling  
Title: Senior Vice President, General  
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006066 FRAME: 0834**

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

By: Mollie S. Canup


Name: Mollie S. Canup

Title: Vice President


SCHEDULE A

**TRADEMARKS**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Database</b>	<b>Status</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Owner Name</b>
ACCENT ON DESIGN	U.S. Federal	REGISTERED	86763613 9/21/2015	4955560 5/10/2016	EMERALD EXPOSITIONS, LLC
AMERICA'S SOUVENIR SHOW	U.S. Federal	REGISTERED Supplemental Register	85421690 9/13/2011	4119856 3/27/2012	EMERALD EXPOSITIONS, LLC
ASD	U.S. Federal	REGISTERED	86328349 7/3/2014	5116780 1/10/2017	EMERALD EXPOSITIONS, LLC
ASDINSIDER	U.S. Federal	REGISTERED	87157558 8/31/2016	5185525 4/18/2017	EMERALD EXPOSITIONS, LLC
ASDMARKETWEEK	U.S. Federal	REGISTERED	87157542 8/31/2016	5171557 3/28/2017	EMERALD EXPOSITIONS, LLC
CYCLOFEST	U.S. Federal	REGISTERED	86767334 9/24/2015	5033129 8/30/2016	EMERALD EXPOSITIONS, LLC
DD	U.S. Federal	REGISTERED	85264258 3/11/2011	4059270 11/22/2011	EMERALD EXPOSITIONS, LLC
Design Only 	U.S. Federal	RENEWED (REGISTERED)	76376889 3/4/2002	2723585 6/10/2003	EMERALD EXPOSITIONS, LLC
DIGITAL DEALER	U.S. Federal	REGISTERED Section 2(F)	85719817 9/4/2012	4398816 9/10/2013	EMERALD EXPOSITIONS, LLC
DIGITAL DEALER	U.S. Federal	RENEWED (REGISTERED)	78808683 2/7/2006	3186936 12/19/2006	EMERALD EXPOSITIONS, LLC



Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
HOW DESIGN LIVE	U.S. Federal	REGISTERED	86794532 10/21/2015	4977388 6/14/2016	EMERALD EXPOSITIONS, LLC
INTERNATIONAL GIFT EXPOSITION IN THE SMOKIES	U.S. Federal	REGISTERED Section 2(F)	85297406 4/18/2011	4062930 11/29/2011	EMERALD EXPOSITIONS, LLC
IOT JOURNAL	U.S. Federal	REGISTERED Supplemental Register	86416545 10/7/2014	4709842 3/24/2015	EMERALD EXPOSITIONS, LLC
LUEUR	U.S. Federal	REGISTERED	86436714 10/28/2014	4852488 11/10/2015	EMERALD EXPOSITIONS, LLC
PIZZA&PASTA NORTHEAST	U.S. Federal	REGISTERED	87152919 8/27/2016	5185238 4/18/2017	EMERALD EXPOSITIONS, LLC
PUTTING RFID TO WORK	U.S. Federal	REGISTERED	78761692 11/28/2005	3383029 2/12/2008	EMERALD EXPOSITIONS, LLC
RANGEFINDER RF 	U.S. Federal	REGISTERED	86453124 11/13/2014	4792082 8/11/2015	EMERALD EXPOSITIONS, LLC
RFID IN FASHION	U.S. Federal	REGISTERED Supplemental Register	77395485 2/13/2008	3518627 10/14/2008	EMERALD EXPOSITIONS, LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
RFID JOURNAL 	U.S. Federal	RENEWED (REGISTERED) Supplemental Register	78188474 11/25/2002	2887992 9/21/2004	EMERALD EXPOSITIONS, LLC
S SWIM COLLECTIVE 	U.S. Federal	REGISTERED	87223439 11/2/2016	5195736 5/2/2017	EMERALD EXPOSITIONS, LLC
SEE IT. TRY IT. BUY IT.	U.S. Federal	REGISTERED	86772278 9/29/2015	5074809 11/1/2016	EMERALD EXPOSITIONS, LLC
SOURCEDIRECT 	U.S. Federal	PENDING	87346970 2/23/2017		EMERALD EXPOSITIONS, LLC
SOUVENIR GIFT SHOW TRAIL 	U.S. Federal	REGISTERED Supplemental Register	85790483 11/29/2012	4412452 10/1/2013	EMERALD EXPOSITIONS, LLC
THE IBD SUMMIT 	U.S. Federal	REGISTERED	86282438 5/15/2014	5098103 12/13/2016	EMERALD EXPOSITIONS, LLC
THE SOUVENIR SUPER SHOW	U.S. Federal	REGISTERED Section 2(F)	86196519 2/18/2014	4620254 10/14/2014	EMERALD EXPOSITIONS, LLC
U.S. ANTIQUE SHOWS US 	U.S. Federal	REGISTERED	86367062 8/14/2014	4918944 3/15/2016	EMERALD EXPOSITIONS, LLC
VENTURE OUT	U.S. Federal	REGISTERED	87173651 9/16/2016	5197488 5/2/2017	EMERALD EXPOSITIONS, LLC

<b>Trademark</b>	<b>Database</b>	<b>Status</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Owner Name</b>
PIZZA TODAY SCHOOL OF PIZZERIA MANAGEMENT	U.S. Federal	REGISTERED	85768963 11/1/2012	4941642 4/19/2016	PIZZA GROUP, LLC
GREAT TRIPS MAKE GREAT MEMORIES! GREAT SOUVENIRS MAKE THEM LAST FOREVER.	U.S. Federal	REGISTERED	86354279 7/31/2014	4699668 3/10/2015	EMERALD EXPOSITIONS, LLC