

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489101

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUESTEX, LLC		09/07/2018	Limited Liability Company: DELAWARE
EXL EVENTS, LLC		09/07/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BSP Agency, LLC
Street Address:	9 West 57th Street, Suite 4700
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4391623	DIGITAL PHARMA
Registration Number:	4137183	DIGITAL PHARMA
Registration Number:	1882460	INTERNATIONAL BEAUTY SHOW
Registration Number:	3101408	
Registration Number:	3101099	
Registration Number:	1765843	AMERICAN SALON
Registration Number:	2188654	AMERICAN SPA
Registration Number:	2209005	CADALYST
Registration Number:	2996506	FIERCEBIOTECH
Registration Number:	5253527	FIERCELIFESCI
Registration Number:	3118687	FIERCEMARKETS
Registration Number:	1618020	HAIRCOLOR USA
Registration Number:	3539031	HOME MEDIA MAGAZINE
Registration Number:	3535636	HOME MEDIA MAGAZINE
Registration Number:	3088925	HOME MEDIA RESEARCH
Registration Number:	2953949	HOTEL DESIGN
Registration Number:	1578043	IBS

OP \$715.00 4391623

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2329175	ICCM
Registration Number:	3234436	LUXURY TRAVEL ADVISOR
Registration Number:	2796824	NIGHTCLUB&BAR
Registration Number:	2170599	PREMIER HOTELS & RESORTS
Registration Number:	2419821	RESPONSE
Registration Number:	4798919	SENSORS EXPO & CONFERENCE
Registration Number:	3563612	STOREFRONTBACKTALK
Registration Number:	1399352	TRAVEL AGENT
Registration Number:	1934846	TRAVEL AGENT OFFICIAL TRAVEL INDUSTRY DI
Serial Number:	87533710	TMF
Serial Number:	87533702	TMF

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F179202 TM IPSA
NAME OF SUBMITTER:	Maria S. Woodbury
SIGNATURE:	/Maria S. Woodbury/
DATE SIGNED:	09/07/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 7, 2018 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “*Trademark Security Agreement*”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and, collectively, the “*Grantors*”) in favor of BSP Agency, LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “*Security Agreement*”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or 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 (collectively, the “*Trademark Collateral*”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, 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 (“*USPTO*”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 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, and acceptance by the USPTO, 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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

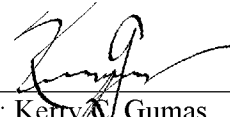
THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

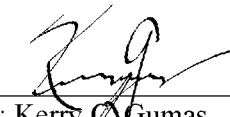
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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.

QUESTEX, LLC

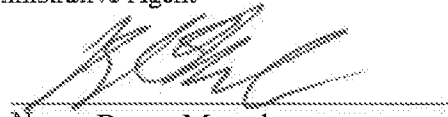
By: 
Name: Kerry C. Gumas
Title: President and Chief Executive Officer

EXL EVENTS, LLC

By: 
Name: Kerry C. Gumas
Title: President and Chief Executive Officer

BSP AGENCY, LLC,
as Administrative Agent

By:



Name: Bryan Martoken
Title: Authorized Signer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Status	App No	App Date	Reg No	Reg Date	Grantor
DIGITAL PHARMA	United States of America	Registered	85818798	09-Jan-2013	4391623	27-Aug-2013	EXL Events, LLC
DIGITAL PHARMA	United States of America	Registered	85377333	21-Jul-2011	4137183	01-May-2012	
TMF	United States of America	Pending	87533710	19-Jul-2017			
TMF (Stylized)	United States of America	Pending	87533702	19-Jul-2017			
INTERNATIONAL BEAUTY SHOW	United States of America	Registered	74/493,744	23-Feb-1994	1,882,460	07-Mar-1995	Questex LLC (f/k/a
& (and design of wine glass)	United States of America	Registered	76/978,061	07-Aug-2002	3,101,408	06-Jun-2006	Questex Media Group, LLC)
& (and design of wine glass)	United States of America	Registered	76/438,613	07-Aug-2002	3,101,099	06-Jun-2006	
AMERICAN SALON	United States of America	Registered	74/283,402	10-Jun-1992	1,765,843	20-Apr-1993	
AMERICAN SPA	United States of America	Registered	75/370,825	09-Oct-1997	2,188,654	08-Sep-1998	
CADALYST	United States of America	Registered	75/392,187	18-Nov-1997	2,209,005	08-Dec-1998	

Trademark	Country	Status	App No	App Date	Reg No	Reg Date	Grantor
FIERCEBIOTECH	United States of America	Registered	76/569,497	12-Jan-2004	2,996,506	20-Sep-2005	Questex LLC
FIERCELIFFESCI	United States of America	Registered	86/532,858	12-Feb-2015	5253527	01-Aug-2017	
FIERCEMARKETS	United States of America	Registered	76/569,495	12-Jan-2004	3,118,687	25-Jul-2006	
HAIRCOLOR USA	United States of America	Registered	73/771,734	27-Dec-1988	1,618,020	16-Oct-1990	
HOME MAGAZINE	United States of America	Registered	77/092,829	27-Jan-2007	3,539,031	25-Nov-2008	
HOME MEDIA MAGAZINE (and design)	United States of America	Registered	77/092,839	27-Jan-2007	3,535,636	18-Nov-2008	
HOME MEDIA RESEARCH	United States of America	Registered	78/536,293	21-Dec-2004	3,088,925	02-May-2006	
HOTEL DESIGN	United States of America	Registered	78/370,469	19-Feb-2004	2,953,949	17-May-2005	
IBS	United States of America	Registered	73/795,334	24-Apr-1989	1,578,043	16-Jan-1990	
ICCM	United States of America	Registered	75/660,601	15-Mar-1999	2,329,175	14-Mar-2000	
LUXURY ADVISOR	United States of America	Registered	78/491,322	29-Sep-2004	3,234,436	24-Apr-2007	
NIGHTCLUB & BAR Design	United States of America	Registered	76/410,724	22-May-2002	2,796,824	23-Dec-2003	

Trademark	Country	Status	App No	App Date	Reg No	Reg Date	Grantor
PREMIER HOTELS & RESORTS	United States of America	Registered	75/321,403	09-Jul-1997	2,170,599	30-Jun-1998	
RESPONSE	United States of America	Registered	75/594,505	24-Nov-1998	2,419,821	09-Jan-2001	
SENSORS EXPO & CONFERENCE (STYLIZED)	United States of America	Registered	86/491,162	29-Dec-2014	4,798,919	25-Aug-2015	
StorefrontBacktalk	United States of America	Registered	77/454,354	22-Apr-2008	3,563,612	20-Jan-2009	
TRAVEL AGENT	United States of America	Registered	73/523,018	20-Feb-1985	1,399,352	01-Jul-1986	
TRAVEL OFFICIAL INDUSTRY DIRECTORY	United States of America	Registered	74/522,167	29-Apr-1994	1,934,846	14-Nov-1995	

TRADEMARK
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