

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aqreva, LLC		02/21/2019	Limited Liability Company: DELAWARE
Nexxtshow Exposition Services LLC		02/21/2019	Limited Liability Company: DELAWARE
Fern Exposition Services, LLC		02/21/2019	Limited Liability Company: DELAWARE
United National Maintenance, Inc.		02/21/2019	Corporation: NEVADA
United Temps, Inc.		02/21/2019	Corporation: NEVADA
Trade Show Executive, Inc.		02/21/2019	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Brightwood Loan Services LLC, as Collateral Agent
Street Address:	810 Seventh Avenue, 26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4202881	AQREVA
Registration Number:	5105758	FERN
Registration Number:	5102812	FERN EXPOSITIONS EVENTS EXPERIENCES
Registration Number:	4976120	FERN
Registration Number:	4953979	FERN
Registration Number:	4953978	FERN
Registration Number:	4953976	FERN
Registration Number:	4953977	FERN
Registration Number:	4845844	FERN
Registration Number:	4992435	KIWILIVE
Registration Number:	4977861	KIWILIVE
Registration Number:	2568835	UNITEDSERVICECOMPANIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2787735	TRADE SHOW EXECUTIVE
Registration Number:	5484514	UNITED TEMPS
Registration Number:	5598708	TRADE SHOW EXECUTIVE
Registration Number:	5384650	GLOBAL DIRECT

CORRESPONDENCE DATA

Fax Number: 6142243246

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: 614-462-1093

Email: ipdocketcolumbus@icemiller.com

Correspondent Name: Ice Miller LLP

Address Line 1: 1500 Broadway, Suite 2900

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Barbara Bacon
SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	02/21/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of February 21, 2019 between each of the signatories hereto (collectively, the "**Grantors**") in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to the Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations (as defined in the Pledge and Security Agreement), granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "**Copyrights**").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and

improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Patents**").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule I** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trade Secrets**").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule I** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. Sections 10.14, 10.15, 10.16, and 10.20 of the Credit Agreement shall be incorporated herein by reference, *mutatis mutandis*.

Section 4. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

AQREVA, LLC
NEXXTSHOW EXPOSITION SERVICES LLC
FERN EXPOSITION SERVICES LLC
UNITED NATIONAL MAINTENANCE, INC.
UNITED TEMPS, INC.

By: 

Name: Robert J. Castillo

Title: Chairman

TRADE SHOW EXECUTIVE, INC.

By: 

Name: Robert J. Castillo

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006569 FRAME: 0849

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT


1. Copyrights


None.

2. Patents

Owner	Name	Number	Status
Nexxtshow Exposition Services LLC	Tradeshow Display System	US 8,656,617 B2	Registered-Active
Nexxtshow Exposition Services LLC	Tradeshow Display System	US 8,549,779 B2	Registered-Active
Nexxtshow Exposition Services LLC	Tradeshow Display System	US 8,601,730 B2	Registered-Active
Nexxtshow Exposition Services LLC	Tradeshow Display System	US 8,613,153 B2	Registered-Active

3. Trademarks

Owner	Registration Number	Word Mark	Status
Aqreva, LLC	4,202,881	Aqreva	Registered-Active
Fern Exposition Services, LLC	5,105,758	FERN	Registered-Active
Fern Exposition Services, LLC	5,102,812		Registered-Active
Fern Exposition Services, LLC	4,976,120	FERN	Registered-Active
Fern Exposition Services, LLC	4,953,979	FERN	Registered-Active
Fern Exposition Services, LLC	4,953,978	FERN	Registered-Active
Fern Exposition Services, LLC	4,953,976	FERN	Registered-Active

Fern Exposition Services, LLC	4,953,977	FERN	Registered-Active
Fern Exposition Services, LLC	4,845,844	FERN	Registered-Active
Fern Exposition Services, LLC	4,992,435		Registered-Active
Fern Exposition Services, LLC	4,977,861	KIWILIVE	Registered-Active
United National Maintenance, Inc.	2,568,835	UNITEDSERVICECOMPANIES	Active
Trade Show Executive, Inc.	2,787,735	Trade Show Executive	Active
United Temps, Inc.	5,484,514	United Temps	Active
Trade Show Executive, Inc.	5,598,708	Trade Show Executive	Active
Trade Show Executive, Inc.	5,384,650	GLOBAL DIRECT	Active

4. Licenses

None.