

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Questex, LLC		12/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Administrative Agent		
Street Address:	9 West 57th Street, Ste. 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2956246	BROADWAY LIGHTING MASTER CLASSES	
Registration Number:	5047955	CLUB INDUSTRY	
Registration Number:	1904579	CLUB INDUSTRY	
Registration Number:	2069819	LDI	
Registration Number:	4905201	LDI	
Registration Number:	2383389	LDINSTITUTE	
Registration Number:	5048006	LIVE DESIGN	
Registration Number:	5048007	LIVE DESIGN MASTER CLASSES	
Registration Number:	5089294	NORTH AMERICAN TEA CHAMPIONSHIP	
Registration Number:	3315167	WFX	
Registration Number:	5188573	WORLD TEA ACADEMY	
Registration Number:	4904646	WORLD TEA EXPO	
Registration Number:	3175233	WORLDTEAEXPO	
Registration Number:	5089276	WORLD TEA NEWS	
Registration Number:	3756811	WORLD TEA NEWS	
Registration Number:	5089277	WORLD TEA NEWS	
Registration Number:	4367547	WORSHIP FACILITIES MAGAZINE	
Registration Number:	5394057	XLIVE	

OP \$465.00 2956246

CORRESPONDENCE DATA**Fax Number:** 6465584180*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:** 2124597115**Email:** TRoot@goodwinlaw.com**Correspondent Name:** Troy Root**Address Line 1:** 620 8th Avenue**Address Line 4:** New York, NEW YORK 10018**ATTORNEY DOCKET NUMBER:** 128722-278825**NAME OF SUBMITTER:** Troy Root**SIGNATURE:** /s/ Troy Root**DATE SIGNED:** 12/16/2019**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 9, 2019 (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 September 7, 2018 (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

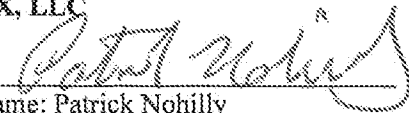
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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: Patrick Nohilly

Title: Chief Financial Officer




BSP AGENCY, LLC,
as Administrative Agent

By: 

Name: Ira Wishe
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Design/Logo	Country	Registration No.	Registration Date	Status	Owner
BROADWAY LIGHTING MASTER CLASSES		US	2,956,246	5/24/2005	Registered	Questex, LLC
CLUB INDUSTRY		US	5,047,955	9/27/2016	Registered	Questex, LLC
CLUB INDUSTRY		US	1,904,579	7/11/1995	Registered	Questex, LLC
LDI		US	2,069,819	6/10/1997	Registered	Questex, LLC
LDI		US	4,905,201	2/23/2016	Registered	Questex, LLC
LDINSTITUTE		US	2,383,389	9/5/2000	Registered	Questex, LLC
LDI		EU	000487256	10/23/1998	Registered	Questex, LLC
LIVE DESIGN		US	5,048,006	9/27/2016	Registered	Questex, LLC
LIVE DESIGN MASTER CLASSES		US	5,048,007	9/27/2016	Registered	Questex, LLC
NORTH AMERICAN TEA CHAMPIONSHIP		US	5,089,294	11/29/2016	Registered	Questex, LLC
WFX		US	3,315,167	10/23/2007	Registered	Questex, LLC
WORLD TEA ACADEMY		US	5,188,573	4/18/2017	Registered	Questex, LLC
WORLD TEA EXPO		US	4,904,646	2/23/2016	Registered	Questex, LLC
WORLD TEA EXPO		US	3,175,233	11/21/2006	Registered	Questex, LLC
WORLD TEA NEWS		US	5,089,276	11/29/2016	Registered	Questex, LLC
WORLD TEA NEWS		US	3,756,811	3/9/2010	Registered	Questex, LLC
WORLD TEA NEWS		US	5,089,277	11/29/2016	Registered	Questex, LLC
WORSHIP FACILITIES MAGAZINE		US	4,367,547	7/16/2013	Registered	Questex, LLC
XLIVE		US	5,394,057	2/6/2018	Registered	Questex, LLC