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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.  1. Name of conveying party(les):  Professional Trade Shows, Inc.    Individual(s)		Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.  1. Name of conveying party(les):  Professional Trade Shows, Inc.    Individual(s)	Tab settings □□□▼	
1. Name of conveying party(ies):  Professional Trade Shows, Inc.    Individual(s)     Association     Umited Partnership     Corporation-State DE     NRD 8-31-98     Individual(s)     Individual(s)   Individu	- UUA	Please record the attached original documents or copy thereof
Name: Antares Lavarage Capitel Cop   Individual(s)   Coporation-State DE   MRD 8-3J-98   City Chicago   State: IL ZIP: Locobo   City Chicago   Capter   City Chicago   Ca		
Individual(s)		
Individual(s)   Association   Association   City Child Copposition State   E   Limited Partnership   NRD 8-31-98   City Child Copposition State   E   NRD 8-31-98   City Child Copposition State   E   ZIP 60000   City Child Copposition State   ZIP 60000   City Child Copposition State   ZIP 60000   City Child	Professione Trave Shows, Inc.	Name: Artares Leverages Capital Corp.
General Partnership  General Partnership  City: Chicago  State: IL ZIP: 600000  Individual(a) citizenship  Association  Assignment  Security Agreement  Change of Name  Change of Name  Cother  Execution Date: August 21, 1993  4. Application number(a) or patent number(s):  A Trademark Application No.(s)  75   423, 934   75   423, 933   75   423, 940    75   423, 947   75   423, 940    To late and address of party to whom correspondence concerning document should be mailed:  Name: Futual Rusauk Cope  Internal Address: Hol Seventh St DW  Street Address: Hol Seventh St DW  City: Wishing Inc.  State: DC azip: 20114  O NOT USE THIS SPACE  4 All 40,00 pp  O NOT USE THIS SPACE  Name of Parson Signing  Signature  Date  Date		Internal Address:
Corporation-State DE MRD 8-31-98 Additional name(s) of conveying party(se) attached? I vise (No  3. Nature of corresponder:  Assignment  Charge of Name Other  Charge of Name Other  Execution Date:  August 21, 1998  4. Application number(s) or patent number(s):  A. Trademark Application No.(s)  75   423, 934   75   423, 945   75   42	· · · · · · · · · · · · · · · · · · ·	Street Address: 311 S. Wacker Dr. Swife 2705
Content   Additional name(s) of conveying party(se) attached?   Vee   No   Association   Assignment   Merger   Assignment   Merger   Assignment   Change of Name   Comportation-State   Vee   No   Other   Resignment   Change of Name   Comportation-State   Vee   No   Other   Resignment   Change of Name   Comportation-State   Vee   No   Other   Resignment   Vee   No   Other   Resignment   Other   Other   Resignment   Other   Other   Resignment   Other   Other   Resignment   Other   Oth	TO COMPANY OF THE PROPERTY OF	
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3. Nature of conveyance:  Assignment  Assignment  Security Agreement  Change of Name  Other  Execution Date: August 21, 1998  4. Application number(a) or patent number(s):  A Trademark Application No.(s)  75   423, 934   75   423, 933    75   423, 947   75   423, 948    75   423, 948    Additional numbers attached? O Yes (No.  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Futural Research  Internal Address:  Mare: Futural Research  Street Address: 400 Sevents Should  Authorized to be charged to deposit account number:  Authorized to be charged to deposit account number:  (Attach duplicate copy of this page if paying by deposit account to the original document.  Authorized to be charged to deposit account.  (Attach duplicate copy of this page if paying by deposit account.  Authorized to be charged to deposit account.  (Attach duplicate copy of this page if paying by deposit account.  Authorized to be charged to deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.  (Attach duplicate copy of this page if paying by deposit account.)  (Attach duplicate copy of this page if paying by deposit account.)  (Attach duplicate copy of this page if paying by deposit account.)  (Attach duplicate copy of this page if paying by deposit account.)  (Attach duplicate copy of this page if paying by deposit account.)  (Attach duplicate copy of this page if paying by deposit account.)  (Attach duplicate copy of this page if pay	Additional name(s) of conveying party(lee) attached?   Yes (No	
Assignment   Change of Name   Other   Change of Name   Other   Registration Date: August 21, 1998   Radional number(s) is not domicised in the United States, a consector representative designation is etached: Date   August 21, 1998   Radional number(s) is not domicised in the United States, a consector representative designation is etached: Date   August 21, 1998   Radional number(s) is not domicised in the United States, a consector representative designation is etached: Date and content from assignment   Additional number(s) is not domicised in the United States, a consector representative designation   Date   Date	3. Nature of conveyance:	☐ General Partnership
Charge of Name   Charge of Name   If assignee is not domicted in the United States, a domestic representative designation is effectived:   If assignee is not domicted in the United States, a domestic representative designation is effectived:   If assignee is not domicted in the United States, a domestic representative designation is effectived:   If assignee is not domicted in the United States, a domestic representative designation is effectived:   If assignee is not domicted in the United States, a domestic representative designation is effectived:   If assignee is not domicted in the United States, a domestic representative designation is effectived:   If assignee is not domicted in the United States, a domestic representative designation in the United States, a domestic representative designation in the United States, a domestic representative is not domicted in the United States, a domestic representative is not domicted in the United States, a domestic representative designation in the United States, a domestic representative is not domicted in the United States, and in the United Stat	Assignment	U Limited Partnership
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4. Application number(s) or patent number(s):  A. Trademark Application No.(s)  75   423, 934   75   423, 933   75   423, 949   75   423, 948	Execution Date: August 21, 1998	(Designations must be a separate document from assignment)
A. Trademark Application No.(s)  75   423, 934   75   423, 945	9 .	Additional name(s) & address(se) attached? © Yes (t) No
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75   423,947   75   423,948   Additional numbers attached?   Yes   No  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Fidural Research Corp.  Internal Address:   7. Total fee (37 CFR 3.41)	A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75   423,947   75   423,948   Additional numbers attached?   1 Yes	75/423,934 75/423,933	
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Fulual Research Corp.  Internal Address:  Street Address: HOD Seventh Sh NW  Street Address: HOD Seventh Sh NW  City: Wishing the State: De 3ZIP: 20014  (Attach duplicate copy of this page if paying by deposit account)  93/42/1978 Milliotti 40.00 BP  15.60 BP  16. Total number of applications and registrations involved:  (Attach duplicate copy of this page if paying by deposit account)  16. Total fee (37 CFR 3.41)	75/423,947 75/423,946	none
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Fulual Research Corp.  Internal Address:  Street Address: HOD Seventh St NW  Street Address: HOD Seventh St NW  City: Washing to State: DC 3ZIP: 20004  8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)  9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  KTISTAD Brown:  Name of Person Signing  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 3.41)	75/423,935 75/43,948 Additional numbers at	tached? Cl. Yes (VNo
registrations involved:  Name: Fucual Research Corp.  Internal Address:  Internal Address:  Street Address: 400 Seventh St NW  Street Address: 400 Seventh St NW  City: Washing to State: DC 3ZIP: 2004  8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)  93/91/1378 Name of Person Signing  Name of Person Signing  7. Total fee (37 CFR 3.41)\$  (Attach duplicate copy of this page if paying by deposit account)  (Attach duplicate copy of this page if paying by deposit account)  8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)  9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  (ATTACH STATE BY DESTRICT AND STATE		
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Tristin Brozovic Sustin Biogon 8/21/98  Name of Person Signing Signature Date	To the best of my knowledge and belief, the foregoing inform	nation is true and correct and any attached copy is a true copy of
	the original document.	R = 0.11
	Mristin Brozoric Justin	1901000 8121198
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#### SECOND SUPPLEMENTAL ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS

THIS SECOND SUPPLEMENTAL ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 212 to day of August, 1998 by and between Professional Trade Shows Inc., a Delaware corporation (the "Assignor"), and Antares Leveraged Capital Corp., a Delaware corporation, as agent ("Agent") for its own benefit and for the benefit of the Lenders.

#### WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement dated as of January 23, 1997 between the Assignor, certain additional Subsidiaries of First Communications, Inc. party thereto from time to time, Agent and the Lenders (as the same has been and may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, each of (i) a certain Security Agreement dated as of January 23, 1997 between Agent and the Assignor (as the same has been and may hereafter be amended, supplemented or otherwise modified from time to time, the "Security Agreement"); (ii) a certain Assignment For Security of Patents, Trademarks and Copyrights dated as of January 23, 1997 between Agent and the Assignor (the "Intellectual Property Security Assignment") and (iii) a certain First Supplemental Assignment for Security of Patents, Trademarks and Copyrights (the "First Supplemental Assignment") dated as of January 6, 1998 between Agent and the Assignor grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in certain of the Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

- 1. Incorporation of Security Agreement and Intellectual Property Security Assignment; Credit Agreement Definitions. Each of the Security Agreement, the Intellectual Property Security Assignment and the First Supplemental Assignment and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.
- 2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to Agent, for its own benefit

TRADEMARK REEL: 1776 FRAME: 0502 and on behalf of the Lenders, and hereby reaffirms its prior grant of, a continuing security interest in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

- (a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all Patents (as such term is defined in the Security Agreement), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");
- (b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and the Copyrights (as defined in the Security Agreement), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");
- (c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on <u>Schedule C</u> attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Assignment, the Assignor hereby assigns, transfers and conveys to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent, effective upon the occurrence and during the continuance of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Assignor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

- 3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by the Assignor. The Assignor shall provide Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Security Agreement, the Intellectual Property Security Assignment, the First Supplemental Assignment and this Assignment.
- Effect on Credit Agreement; Cumulative Remedies. The Assignor 4. acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement, the Security Agreement, the Intellectual Property Security Assignment or the First Supplemental Assignment but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement, the Security Agreement, the Intellectual Property Security Assignment, or by the First Supplemental Assignment, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL NOTICE FROM THE AGENT AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL NOTICE FROM THE AGENT AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

- 5. <u>Binding Effect; Benefits</u>. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.
- APPLICABLE LAW: SEVERABILITY. THIS ASSIGNMENT 6. SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

PROFESSIONAL TRADE SHOWS, INC., f/k/a PTS ACQUISITION CO.

Address: 4700 Rockside Road Independence, Ohio 44131

Title

Accepted and Agreed to:

ANTARES LEVERAGED CAPITAL CORP., as Agent 311 South Wacker Drive, Suite 2725 Chicago, Illinois 60606

By Camb Bang Its Director

## **SCHEDULE A**

# **PATENTS**

U.S. Patent No.

Date Issued

Related Foreign Patents

None.

**PATENT APPLICATIONS** 

U.S. Patent Application No.

Date Applied

None.

TRADEMARK REEL: 1776 FRAME: 0507

# **SCHEDULE B**

# **COPYRIGHT REGISTRATIONS**

Registration No. Date

None.

**COPYRIGHT APPLICATIONS** 

Copyright Description Copyright Application No. Date Applied

None.

TRADEMARK REEL: 1776 FRAME: 0508

## **SCHEDULE C**

# TRADEMARK REGISTRATIONS

## None

## TRADEMARK APPLICATIONS

Mark	Trademark Application No.	Date Applied
Colorado Plant Engineering &	75/423,934	1/27/98
Maintenance Show		
Metro New York Plant Engineering &	75/423,947	1/27/98
Maintenance Show	ŕ	
Michigan Plant Engineering &	75/423,935	1/27/98
Maintenance Show	·	
North Texas Plant Engineering &	75/423,933	1/27/98
Maintenance Show		
Tennessee Plant Engineering &	75/423,946	1/27/98
Maintenance Show		
Western Design Engineering Show	75/423,948	1/27/98

TRADEMARK REEL: 1776 FRAME: 0509

RECORDED: 08/31/1998