

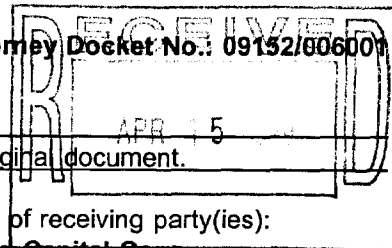
04-22-1999

Attorney Docket No.: 09152/006001

Corrective



COVER SHEET
ONLY



Commissioner of Patents and T

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copies of an original document.

MCA 4-15-99

1. Name of conveying party(ies):
PTS Acquisition Co.

2. Name and address of receiving party(ies):
**Antares Leveraged Capital Corp.
311 South Wacker Drive, Suite 2725
Chicago, IL 60606**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other _____

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of Delaware
- Other _____

Additional name(s) attached? Yes No

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name

Additional names/addresses attached? Yes No

Other: **Correction of Nature of Conveyance from Assignment to Security Interest at Reel/Frame 1591/0026**

Execution Date: **1/23/97**

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s):

B. Trademark No.(s):
(see attached)

Additional numbers attached? Yes No

5. Name/address of party to whom correspondence concerning document should be mailed:

**Donna M. Weinstein, Esq.
Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110-2804**

6. Total number of applications and registrations involved: **24**

7. Total fee (37 CFR 3.41): **\$615**
 Enclosed
 Authorized to charge deposit account

8. Deposit account number: **06-1050 (09152/006001)**
If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

DO NOT USE THIS SPACE

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

Cynthia E. Johnson, Esq.

Cynthia E. Johnson

4/15/99

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **11**

04/21/1999 DNGUYEN 00000274 2033217

01 FC:481 40.00 OP
02 FC:482 575.00 OP

"EXPRESS MAIL" Mailing Label Number **EL224668571US**

Date of Deposit **4/15/99**
I hereby certify under 37 CFR 1.10 that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office To Addressee" with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.

Kristy C. Offi
Kristy C. Offi

TRADEMARK

REEL: 1886 FRAME: 0503

**SCHEDULE OF MARKS TO BE RECORDED
PURSUANT TO 1/23/97 SECURITY INTEREST**

MARK	REG. NO.	REG. DATE
PITTSBURGH PLANT ENGINEERING & MAINTENANCE SHOW	2,033,217	1/21/97
NEW ENGLAND PLANT ENGINEERING & MAINTENANCE SHOW	2,033,216	1/21/97
MARYLAND PLANT ENGINEERING & MAINTENANCE SHOW	2,033,215	1/21/97
INDIANA PLANT ENGINEERING & MAINTENANCE SHOW	2,033,214	1/21/97
SOUTHWEST PLANT ENGINEERING & MAINTENANCE SHOW	2,075,420	7/1/97
GREATER ORLANDO PLANT ENGINEERING & MAINTENANCE SHOW	2,018,540	11/19/96
GREATER CHARLOTTE PLANT ENGINEERING & MAINTENANCE SHOW	2,018,539	11/19/96
TEXAS MATERIAL HANDLING SHOW	2,022,692	12/10/96
CAROLINA PLANT ENGINEERING & MAINTENANCE SHOW	1,888,095	4/4/95
GREATER AUSTIN PLANT ENGINEERING & MAINTENANCE SHOW	1,876,188	1/24/95
MID-AMERICA PLANT ENGINEERING & MAINTENANCE SHOW	1,903,788	7/4/95
GREATER PHILADELPHIA PLANT ENGINEERING & MAINTENANCE SHOW	1,855,429	9/20/94
SOUTH FLORIDA PLANT ENGINEERING & MAINTENANCE SHOW	1,783,732	7/20/93
PROFESSIONAL TRADE SHOWS, INC. and Design	1,767,609	4/27/93
FLORIDA PLANT ENGINEERING & MAINTENANCE SHOW	1,750,889	2/2/93
TEXAS PLANT ENGINEERING & MAINTENANCE SHOW	1,750,888	2/2/93
CENTRAL VALLEY PLANT ENGINEERING & MAINTENANCE SHOW	1,718,660	9/22/92
MIDWEST PLANT ENGINEERING & MAINTENANCE SHOW	1,716,387	9/15/92
NORTHWEST MACHINE TOOL SHOW	1,718,659	9/22/92
NORTHERN CALIFORNIA PLANT ENGINEERING & MAINTENANCE SHOW	1,767,608	4/27/93
WESTERN PLANT/FACILITY ENGINEERING & MAINTENANCE SHOW	1,716,386	9/15/92
WESTERN MATERIAL HANDLING & PACKAGING SHOW	1,716,385	9/15/92
NORTHERN CALIFORNIA MATERIAL HANDLING & PACKAGING SHOW	1,767,607	4/27/93
NORTHWEST PLANT ENGINEERING & MAINTENANCE SHOW	1,718,658	9/22/92

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 23rd day of January, 1997 by and between PTS Acquisition Co., a Delaware corporation which is expected to change its name to Professional Trade Shows Inc. on or shortly after the date hereof (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 of even date herewith between the Assignor, certain additional Subsidiaries of First Communications, Inc. party thereto from time to time, Agent and the Lenders (as the same 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, a certain Security Agreement of even date herewith between Agent and the Assignor (the "Security Agreement") 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; Credit Agreement Definitions.

The Security Agreement 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 and on behalf of the Lenders, 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 Schedule C 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 and this Assignment.

4. Effect on Credit Agreement; Cumulative Remedies. The Assignor 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 or the Security Agreement 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 or the Security Agreement, 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. Binding Effect; Benefits. 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.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT 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.

PTS ACQUISITION CO.

Address: 17401 Hawksview Lane
Chagrin Falls, Ohio 44023

By William M. Andrews
Title PRESIDENT

Accepted and Agreed to:

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

By [Signature]
Its Managing Director

SCHEDULE A

PATENTS

None.

PATENT APPLICATIONS

None.

1134983.02

SCHEDULE CTRADEMARK REGISTRATIONS

<u>Service Mark</u>	<u>Registration No.</u>	<u>Date</u>
Southern California Plant Engineering & Maintenance Show	1,750,887	02/02/93
Florida Plant Engineering & Maintenance Show	1,750,889	02/02/93
Western Plant / Facility Engineering & Maintenance Show	1,716,386	09/15/92
Western Material Handling & Packaging Show	1,716,385	09/15/92
Midwest Plant Engineering & Maintenance Show	1,716,387	09/15/92
Texas Plant Engineering & Maintenance Show	1,750,888	02/02/93
Northwest Machine Tool Show	1,718,659	09/22/92
Northwest Plant Engineering & Maintenance Show	1,718,658	09/22/92
Central Valley Plant Engineering & Maintenance Show	1,718,660	9/22/92
Arizona Plant Engineering & Maintenance Show	1,750,886	02/02/93
Northern California Material Handling & Packaging Show	1,767,607	04/27/93
Northern California Plant Engineering & Maintenance Show	1,767,608	04/27/93
Professional Trade Shows, Inc. (and Design)	1,767,609	04/27/93

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South Florida Plant Engineering & Maintenance Show	1,783,732	07/20/93
Greater Philadelphia Plant Engineering & Maintenance Show	1,855,429	09/20/94
Greater Austin Plant Engineering & Maintenance Show	1,876,188	01/24/95
Carolina Plant Engineering & Maintenance Show	1,888,095	04/04/95
Greater Orlando Plant Engineering & Maintenance Show	2,018,540	11/19/96
Greater Charlotte Plant Engineering & Maintenance Show	2,018,539	11/19/96
U.S. / Mexico Plant Engineering & Maintenance Show	1,018,541	11/19/96
Mid-America Plant Engineering & Maintenance Show	1,903,788	07/04/96
Texas Material Handling Show	2,022,692	12/10/96

TRADEMARK APPLICATIONS

<u>Service Mark</u>	<u>Serial No.</u>	<u>Date Applied</u>
Southwest Plant Engineering & Maintenance Show	75/094,47629	04/26/96
Pittsburgh Plant Engineering & Maintenance Show	75/138,706	07/23/96
Maryland Plant Engineering & Maintenance Show	75/138,702	07/23/96

New England Plant Engineering & Maintenance Show	75/138,703	07/23/96
Indiana Plant Engineering & Maintenance Show	75/138,701	07/23/96

INTENTIONALLY ABANDONED TRADEMARK APPLICATIONS

<u>Service Mark</u>	<u>Serial No.</u>	<u>Date Applied</u>
Wisconsin Plant Maintenance & Engineering Show	74/231,793	09/14/92
Mid-Atlantic Plant Engineering & Maintenance Show	74/336,272	12/02/92
Lone Star Plant Maintenance & Engineering Show	74/336,250	12/02/92
Gulf Coast Plant Engineering & Maintenance Show	74/481,769	01/24/94