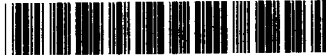


10-6 '00

10-23-2000



To the Honorable Commissioner of P

d original documents or copy thereof.

101494374

1. Name and Address of Conveying Party(ies):

Abbey Event Services, Inc.  
2040 North Loop West, Suite 300  
Houston, TX 77018

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: California
- Other:
- Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Heller Financial, Inc.  
500 West Monroe  
Chicago, IL 60661

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Delaware
- Other:
- Additional Name(s) of Receiving Party(ies) Attached
- Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date: 8-18-00

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,939,558

Additional Numbers Attached

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells  
Gardere & Wynne, L.L.P.  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201

214-999-4632 - Telephone  
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved:

1

7. Total Fee (37 CFR 3.41): \$40.00

- Authorized to be Charged to Deposit Account
- Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

*Theodore F. Shiells*  
Theodore F. Shiells, Reg. No. 31,569

Date: Oct 2, 2000

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:

Date: 10-3-00

*Terri Bragg*  
Terri Bragg

Mail To: Commissioner of Patents and Trademarks,  
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: \_\_\_\_\_

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of August 18, 2000 is made and entered into by and between Abbey Event Services, Inc., a California corporation, and HELLER FINANCIAL, INC., a Delaware corporation, as agent for and representative of (in such capacity herein called "Agent"), the financial institutions ("Lenders") party to the Credit Agreement (as hereinafter defined).

WHEREAS, Abbey Event Services, Inc. ("Grantor") owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, STELLAR EVENT & PRESENTATION RESOURCES, INC., a Delaware corporation f/k/a American Event Productions, Inc. ("Borrower"), Agent and Lenders are parties to a Credit Agreement dated November 18, 1998 (as the same may have been or may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders;

WHEREAS, pursuant to the terms of that certain Guaranty dated as of August 18, 2000 (the "Guaranty"), Grantor has guaranteed the prompt payment and performance of the obligations of Borrower under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 18, 2000 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Guaranty;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any

reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 18<sup>th</sup> day of August, 2000.

ABBEY EVENT SERVICES, INC.

By: Michael J. Birchett  
Name: Michael J Birchett  
Title: Chief Financial Officer

Acknowledged:

HELLER FINANCIAL, INC., as Agent and Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the \_\_\_\_ day of August, 2000.

ABBEY EVENT SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

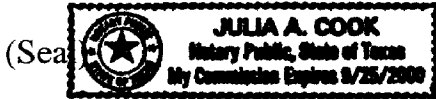
HELLER FINANCIAL, INC., as Agent and Grantee

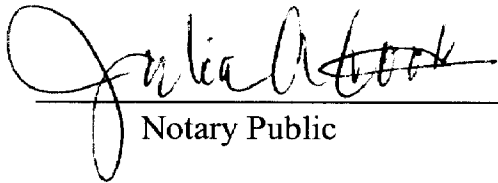
By: Kayle C. Green  
Kayle C. Green, Assistant Vice President

ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On the 18<sup>th</sup> day of August, 2000, before me personally appeared MICHAEL J. BORCHERT, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as C.F.O. of Abbey Event Services, Inc., who being by me duly sworn, did depose and say that he is C.F.O. of Abbey Event Services, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

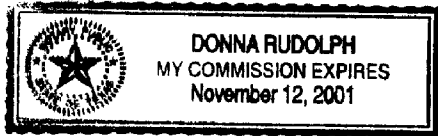
STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

On the 21 day of August, 2000, before me personally appeared Kayle C. Green, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Assistant Vice President of Heller Financial, Inc., who being by me duly sworn, did depose and say that he is Assistant Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

Donna Rudolph  
Notary Public

My commission expires: 11-12-01



Schedule 1  
to Trademark  
Security Agreement

Serial No./Reg. No.

Mark

Date of Registration

#1,939,558

federal servicemark "Abbey Party Rents"

December 5, 1995