

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMG		06/14/2007	General Partnership:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	General Partnership:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2024896	SMG	
Registration Number:	3032026	SMG	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	kristopher.villarreal@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil,Gotshal& Manges c/o Kris Villarreal		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0274		
NAME OF SUBMITTER:	Kristopher Villarreal		
Signature:	/Kristopher Villarreal/		
Date:	06/28/2007		

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TRADEMARK
REEL: 003570 FRAME: 0487

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2007, by each of the entities listed on the signature pages hereof (or such entities that become a party hereto pursuant to Section 7.14 of the Second Lien Pledge and Security Agreement referred to below, each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

RECITALS:

A. Pursuant to the Note and Equity Purchase Agreement dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among SMG Holdings, Inc., a Delaware corporation ("Parent"); SMG Holdings I, LLC, a Delaware limited liability company; SMG Holdings II, LLC, a Delaware limited liability company; SMG, a Pennsylvania general partnership; SMG Network, Inc., a Pennsylvania corporation; SMG Hockey, LLC, a Delaware limited liability company; Network Group International, L.P., a Pennsylvania limited partnership; SMG Puerto Rico, L.P., a Delaware limited partnership; SMG Puerto Rico II, L.P., a Delaware limited partnership; SMG Facility Services, LLC, a Delaware limited liability company; SMG Facility Management Corporation, a New York corporation; SMG of Alaska, Inc., an Alaska corporation; SMG F&B Texas, Inc., a Texas corporation; SMG Sports & Entertainment, LLC, a Delaware limited liability company; SMG Food & Beverage, LLC, a Delaware limited liability company; Food Service and Management, L.P., a Pennsylvania limited partnership; SMG Pittsburgh, Inc., a Delaware corporation; SMG Pittsburgh, L.P., a Delaware limited partnership; SMG/LMI L.L.C., a Delaware limited liability company; LMI/HHI, Ltd., a Texas limited partnership; SMG Facility Management Corporation Of Huntington, a West Virginia corporation; SMG London Arena, Inc., a Delaware corporation; SMG Crystal LLC, a Delaware limited liability company; and Moscone Center Joint Venture, a Pennsylvania general partnership; the Purchasers (as defined in the Purchase Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Purchasers, the Purchasers have agreed, subject to the terms and conditions set forth in the Purchase Agreement, to purchase the Notes thereunder; and

B. Each Grantor is party to that certain Second Lien Pledge and Security Agreement dated as of June 14, 2007, (the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers the Second Lien Agent to enter into the Purchase Agreement and to induce the

Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Second Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Purchase Agreement or the Second Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Senior Subordinated Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW

4.1 THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MARYLAND.

* * *

[Signatures Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SMG
as Grantor

By H. Westley
Name: Harold Westley
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Second Lien Agent

By: _____

Name: Pankaj Gupta

Title: Vice President

**SCHEDULE
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Owned Trademarks

Mark	Registration Number
SMG	2024896
SMG Design Only	3032026