

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worship Facilities Expo LLC		01/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
E H Publishing, Inc.		01/23/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1849873	ELECTRONIC HOUSE	
Registration Number:	3238641	CEPRO	
Registration Number:	2884166	LIVE SOUND INTERNATIONAL	
Registration Number:	2794686	LIVE SOUND INTERNATIONAL	
Registration Number:	3317620	PROSOUNDWEB	
Registration Number:	3609097	CHANNELPRO THE INSIDER'S GUIDE TO SMB	
Registration Number:	3371280	PROSOUNDWEB	
Registration Number:	4196061	COMMERCIAL INTEGRATOR	
Registration Number:	4033007	RT ROBOTICS TRENDS	
Registration Number:	1691430	SECURITY SALES	
Registration Number:	4367547	WORSHIP FACILITIES MAGAZINE	
Registration Number:	3315167	WFX	
CORRESPONDENCE DATA			
Fax Number:	4014531201		
<i>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.</i>			
Phone:	4014531200		
Email:	saltonian@darroweverett.com		
TRADEMARK			

OP \$315.00 1849873

Correspondent Name: Scott Altonian
Address Line 1: One Turk's Head Place
Address Line 4: Providence, RHODE ISLAND 02903

NAME OF SUBMITTER: Scott Altonian

SIGNATURE: /Scott Altonian/

DATE SIGNED: 02/18/2015

Total Attachments: 9

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2015 (as amended, modified or supplemented from time to time, this "**Agreement**") is given by E H PUBLISHING, INC., a Texas Corporation having its offices at 111 Speen Street, Framingham, MA 01701 ("**EHP**"), WORSHIP FACILITIES EXPO LLC, a Delaware limited liability company having its offices at 111 Speen Street, Framingham, MA 01701 ("**WFX**" and, together with EHP, each a "**Debtor**" and collectively "**Debtor**"), in favor of CITIZENS BANK, N.A., having its offices at 28 State Street, Boston, MA 02109 (together with its successors and assigns, "**Creditor**").

RECITALS

WHEREAS, reference is made to that certain Trademark Security Agreement dated as of December 21, 2011 given by EHP in favor of RBS Citizens, National Association (the "**Prior Security Agreement**"), predecessor in interest to Creditor, pursuant to which EHP granted a security interest to said bank in order to secure various obligations of EHP in favor of said bank, including those under a revolving line of credit, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 06, 2012 at Reel/Frame: 4693/0454;

WHEREAS, as of the date hereof, Creditor, as the successor in interest to RBS Citizens, National Association, has granted financial accommodations to EHP and WFX pursuant to that certain Multi-Party Loan Agreement dated as of the date hereof by and among EHP, WFX and Creditor (as amended, modified or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, as a condition to entering into the Loan Agreement and granting said financial accommodations, Creditor has required that EHP and WFX amend and restate the Prior Security Agreement in its entirety in order to more accurately reflect the security interests granted by EHP to Creditor and to reflect the security interests granted by WFX to Creditor;

NOW THEREFORE, for value received, the parties hereto agree as follows:

Each undersigned Debtor hereby grants unto Creditor a security interest in:

- (a) the United States trademarks, trademark applications and trademark registrations owned by such Debtor, all of which are listed in **Exhibit I** hereto;
- (b) all applications and registrations of the trademarks owned by such Debtor in any state of the United States and any foreign countries or localities, all of which are listed in **Exhibit II** hereto;
- (c) all trade names owned by such Debtor;
- (d) all elements of package or trade dress of goods owned by such Debtor; and
- (e) the goodwill of such Debtor's business connected with and symbolized by the above-mentioned trademarks, trade names and package or trade dress.

The indicated assets enumerated above are collectively called the "**Collateral**." This security agreement also applies to the proceeds of such Collateral, *provided, however*, that nothing herein contained shall relieve Debtor from the performance of any covenant, agreement or obligation on Debtor's part to be

performed under any license or franchise agreement presently in effect or hereafter entered into by Debtor licensing the use of the Collateral or any part thereof or from any liability to any licensee under any such license or franchise agreement or other party or impose any liability on Creditor for the acts or omissions of Debtor in connection with any such license or license agreement. Provided further that this Agreement will not relate to or affect any of Debtor's trademark applications based on intent-to-use the marks until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the marks are actually used in commerce.

1. **INDEBTEDNESS SECURED:** This Agreement secures Debtor's obligations ("**Obligations**") pursuant to the Loan Agreement and all other Loan Documents to which Debtor is or is to be a party. Each capitalized term or phrase used herein and not defined herein shall have the meaning set forth in the Loan Agreement. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of paragraph 9 hereof. Debtor hereby represents and warrants that listed on **Exhibit III** hereto is a complete and accurate list of the names and addresses of each party to whom any part of the Collateral has been licensed, the date of the applicable license agreement with such party, the term thereof and the royalty or royalties paid or payable thereunder, and agrees that it will not grant any other license for any of the Collateral without the prior written consent of Creditor.

2. **REPRESENTATION AND WARRANTIES:** Debtor hereby represents and warrants that, except for the security interest granted to Creditor hereby, Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on Debtor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Creditor in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that Debtor will defend its title to the Collateral against the claims of all persons whatsoever.

3. **USE AND OWNERSHIP PRIOR TO DEFAULT:** Unless and until an Event of Default shall occur and be continuing, Debtor shall retain the legal and equitable title to the Collateral, and shall have the right to use and register the Collateral in the ordinary course of the business of Debtor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; *Provided, however,* that nothing herein contained shall prohibit Debtor from failing to renew or otherwise abandoning any item included within the Collateral if, in Debtor's good faith judgment, the retention of such item is not material to the proper conduct of Debtor's business, except that Debtor shall not permit the expiration of registrations of trademarks in the United States Patent and Trademark Office, listed in **Exhibit I** hereto, or any Application or Registration listed in **Exhibit II** hereto, without the prior written consent of Creditor, which consent shall not be unreasonably withheld.

4. **REMEDIES ON DEFAULT:** Upon the occurrence of an Event of Default and the acceleration of any Note, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.

(a) In the event of sale of the Collateral, or any part thereof, Creditor shall give Debtor reasonable notice of the time and place of any public sale thereof or of the time and

place of any private sale or that any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Creditor, postage prepaid, to Debtor at its address set forth on the first page hereof or such other address as Debtor may by notice have furnished Creditor in writing for such purpose, at least ten (10) days prior to the time of such sale or other intended disposition.

(b) If Debtor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of Debtor shall be breached, Creditor may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of Debtor hereunder the cost or expense incurred by Creditor in doing so, and any and all amounts expended by Creditor in taking any such action shall be repayable to it upon its demand to Debtor thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the Loan Agreement, from and including the date advanced to the date of repayment.

(c) Debtor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all trademark registrations listed in **Exhibit I** hereof. In the event that Debtor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Debtor does hereby irrevocably appoint Creditor its attorney-in-fact to execute any or all of such documents on Debtor's behalf.

5. APPLICATION OF PROCEEDS: All proceeds of Collateral shall be applied as follows:

First: to the payment of all expenses incurred by Creditor in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to Creditor in connection therewith, and to the repayment of all advances made by Creditor hereunder for the account of Debtor and the payment of all costs and expenses paid or incurred by Creditor in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Creditor; and

Second: to the payment in full of the Obligations, any surplus to be paid to Debtor, its successors or assigns, or as a court of competent jurisdiction may direct.

6. PURCHASERS OF COLLATERAL: Upon any sale of Collateral by Creditor hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of the purchase money by Creditor or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to Creditor or such officer or be answerable in any way for the misapplication or non-application thereof.

7. INDEMNITY: Debtor agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature with respect to this Agreement, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from this Agreement, or the exercise by Creditor of any right or remedy granted to it hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received

by it in accordance with the terms hereof.

8. FURTHER ASSURANCES: Debtor agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Creditor's security interest in the Collateral, and hereby authorizes Creditor to file financial statements and amendments thereto relative to all or any part of the Collateral without the signature of Debtor where permitted by law, and agrees to do such further acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Creditor its rights, powers and remedies hereunder.

9. AMENDMENT AND RESTATEMENT: This Agreement amends and restates the Prior Security Agreement in its entirety.

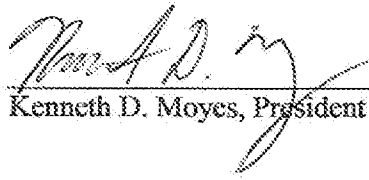
10. TERMINATION: This Agreement, and the security interest of Creditor hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Creditor shall release to Debtor Creditor's security interest in the Collateral and, if requested by Debtor, shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of Debtor.

[Remainder of page intentionally blank; signatures follow]

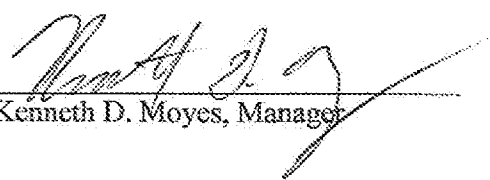
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 23rd day of January, 2015.

DEBTOR:

E H PUBLISHING, INC.

By: 
Kenneth D. Moyes, President

WORSHIP FACILITIES EXPO LLC

By: 
Kenneth D. Moyes, Manager

CREDITOR:

CITIZENS BANK, N.A.

By: _____
William E. Andrzejcik, Vice President

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By: _____
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CREDITOR:

CITIZENS BANK, N.A.

By: William E. Andrzejcik
William E. Andrzejcik, Vice President

EXHIBIT I

United States Patent and Trademark Office

Registered Trademarks:

Trademarks of E H Publishing, Inc.	Jurisdiction	Reg. or Serial No.	Date of Reg.	Goods
Electronic House	USA	1849873	8/16/94	Consumer magazine
CEPRO	USA	3238641	5/8/07	Trade magazine
Live Sound International	USA	2884166	9/14/04	Trade magazine
Live Sound (stylized mark)	USA	2794686	12/16/03	Trade magazine
Prosound Web	USA	3317620	10/23/07	Website
Channel Pro SMB	USA	3609097	4/21/09	Mag & website
Prosound Web	USA	3371280	1/22/08	Website
Commercial Integrator	USA	4196061	8/21/12	Trade magazine
Robotics Trends	USA	4033007	10/4/11	Mag & website
Security Sales	USA	1691430	6/9/1992	Trade magazine

Trademarks of Worship Facilities Expo LLC	Jurisdiction	Reg. or Serial No.	Date of Reg.	Goods
Worship Facilities Magazine	USA	4367547	7/16/13	Print media
WFX (stylized mark)	USA	3315167	10/23/07	Education / events

Common Law (Unregistered) Trademarks:

EH Publishing, Inc.-

Campus Safety Mag & Website
TechDecisions Website

Worship Facilities Expo LLC-

NONE

EXHIBIT II

Trademark	State or Country of Application or Registration	Application Serial No. or Registration No.	Filing/Registration	Goods or Services	Date
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NONE

EXHIBIT III

Name and Subject Matter	Address of Licensee	Date of License Agreement	Term of License Agreement	Royalty Payable Per Annum
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Exhibit III
information
on file with
Creditor