

05-06-2003

Form PTO-1595
(Rev. 10/02)

5-5-03 RECORD



3. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

102440365

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ACADEMY EVENT SERVICES LLC

2. Name and address of receiving party(ies)

Name: **CITICORP USA, INC.**

Internal Address: **25th Fl., Zone 5**

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Street Address: **153 E. 53rd. Street**

City: **New York** State: **New York** Zip: **10022**

Execution Date: **April 4, 2003**

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) **5,248,157**
5,924,832

Additional numbers attached? Yes No

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

Name: **Janet Miller**

Internal Address: **JENKENS & GILCHRISY**

Street Address: **225 W. Washington St.,**

Suite 2600

City: **Chicago** State: **IL** Zip: **60606**

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ **80.00**

- Enclosed
- Authorized to be charged to deposit account
Only if check missing or not enough

8. Deposit account number:

10-0447

(Attach duplicate copy of this page if paying by deposit account)

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 any attached copy is a true copy of the original document.

Janet L. Miller

Name of Person Signing

Signature

April 28, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

05/05/2003 TDIAZ1 0000055 5248157

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 014015 FRAME: 0590

PATENT SECURITY AGREEMENT
(ACADEMY EVENT SERVICES LLC)

THIS PATENT SECURITY AGREEMENT ("Agreement") is between ACADEMY EVENT SERVICES LLC, a Delaware limited liability corporation ("Debtor"), and CITICORP USA, INC. ("Secured Party"), acting in its capacity as Lender pursuant to that certain Credit Agreement dated as of April 4, 2003 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor and the Secured Party.

R E C I T A L S:

A. Debtor and the Secured Party have entered into that certain Security Agreement dated as of April 4, 2003 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Patents and Patent Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor'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 "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof;

(2) each Patent License, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Patent 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, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 4th day of April, 2003.

DEBTOR:

ACADEMY EVENT SERVICES LLC

By: Tom Shapiro
Name: Tom Shapiro
Title: CEO

SECURED PARTY:

CITICORP USA, INC.

By: _____
Name: _____
Title: _____

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Patent 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, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 4TH day of April, 2003.

DEBTOR:

ACADEMY EVENT SERVICES LLC

By: _____

Name: _____

Title: _____

SECURED PARTY:

CITICORP USA, INC.

By: William Douglas

Name: William Douglas

Title: VP

Schedule 1
to
Patent Security Agreement

PATENTS

Owner of Record	Patent	Registration Number	Registration Date
Borrower	Hoisting Apparatus for Tent Pole	5,924,832	7/20/99
Borrower	Tent Pole Hoisting Apparatus	5,248,157	9/28/93