

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Envision EMI LLC		12/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	8300 Greensboro Drive
Internal Address:	Mezzanine Level
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2397251	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL
Registration Number:	2397252	CYLC
Registration Number:	2496798	GYLC
Registration Number:	2752765	GYLS
Registration Number:	2376277	GLOBAL YOUNG LEADERS CONFERENCE
Registration Number:	3290816	GLOBAL YOUNG LEADERS CONFERENCE
Registration Number:	2712280	GLOBAL YOUNG LEADERS SUMMIT
Registration Number:	3211245	JR NYLC
Registration Number:	2712281	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE
Registration Number:	2401548	NATIONAL YOUNG LEADERS CONFERENCE
Registration Number:	2403549	NYLC
Serial Number:	78870470	NYLSC
Registration Number:	2401553	PRESIDENTIAL YOUTH INAUGURAL CONFERENCE

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Registration Number:	2507637	PYIC
Registration Number:	2389528	NATIONAL YOUTH LEADERSHIP FORUM
Registration Number:	2389530	NATIONAL YOUTH LEADERSHIP FORUM COGNITIO DUCTUS
Registration Number:	2622458	THE AMERICAN SOCIETY OF FUTURE PHYSICIANS

CORRESPONDENCE DATA

Fax Number: (443)263-4108
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-326-5016
Email: dksawyer@ober.com
Correspondent Name: Nikolaus Schandlbauer, Esq.
Address Line 1: 1401 H Street, N.W.
Address Line 2: Fifth Floor
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3324

ATTORNEY DOCKET NUMBER:	009229/000095 DKS
NAME OF SUBMITTER:	Nikolaus Schandlbauer
Signature:	/Nikolaus Schandlbauer - dks/
Date:	12/14/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 10, 2007, is given by ENVISION EMI LLC, a Delaware limited liability company ("Borrower"), in favor of BANK OF AMERICA, N.A., a national banking association ("Lender").

BACKGROUND

Pursuant to a Credit and Security Agreement dated December 10, 2007 between the Borrower and Lender (as the same may from time to time be amended, restated, extended, refinanced, replaced, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make available to the Borrower (a) a revolving line of credit in the aggregate principal amount not to exceed \$4,000,000 at any one time outstanding and (b) an \$8,000,000 term loan, the foregoing sometimes hereinafter called collectively the "Credit Facilities." As inducement to Lender to enter into the Credit Agreement and make the Credit Facilities available to Borrower, Borrower agreed to, among other things, pledge to Lender and grant Lender a continuing, first priority security interest in and lien on all trademark applications and trademarks of Borrower.

As used herein, the term "Financing Documents" means collectively the Credit Agreement, and all notes, guarantees, security agreements, and other documents previously, simultaneously or hereafter executed and delivered by Borrower or any party or parties in favor of Lender to secure or guarantee, or in connection with, the Credit Facilities. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and performance of all of its Obligations under the Credit Agreement and the other Financing Documents, Borrower, to the extent of its interest therein, hereby grants, assigns, conveys and pledges to Lender a continuing, first priority security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned, held or claimed by Borrower, all of which are listed in Schedule A hereto (as the same may be amended from time to time pursuant hereto), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by them corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of Borrower's business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. Borrower hereby covenants with, and warrants to, Lender that: (a) Borrower is the sole and exclusive owner of each of the Marks used in connection with Borrower's business, and all rights therein, free and clear of any liens, pledges, assignments or other encumbrances; (b) Borrower has the unqualified right to enter into this Agreement and perform its terms; (c) to Borrower's knowledge, the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) to Borrower's knowledge, each of the Marks is valid and enforceable; (e) to Borrower's knowledge, no claim has been made that the use of any of the Marks in connection with Borrower's business does or may violate the rights of any third person; (f) Borrower has used, and, subject to the provisions of Paragraph 7 below, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) Borrower has used, and, subject to the provisions of Paragraph 7 below, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. Borrower shall, in any event, indemnify and hold Lender harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Lender as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the use of any of the Marks in connection with the Borrower's business infringes any trademarks held by third parties.

3. Right To Inspect. Borrower hereby grants to Lender, its officers, agents and employees, the right to visit Borrower's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected, stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Borrower shall do any and all acts reasonably required by Lender to ensure Borrower's compliance with Paragraph 2(g) above.

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, Borrower shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of Paragraph 1 shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof.

5. Future Marks. Borrower hereby authorizes Lender to modify this Agreement by amending Schedule A hereto to include any future trademarks, service marks or tradenames which are Marks under Paragraph 1 or Paragraph 4 hereof. Lender shall deliver a true and correct copy of any such amended Schedule A to Borrower promptly following Lender's completion thereof.

6. Default. The term "Default", as used herein, shall mean: (a) any Event of Default under the Credit Agreement or a default under any of the other Financing Documents; and (b) any violation by Borrower of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within five (5) calendar days after notice thereof to Borrower.

7. Borrower's Right to Use Marks. Unless and until a Default shall occur and be continuing, Borrower shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof without the prior written

consent of Lender; provided, however, that nothing herein contained shall prohibit Borrower from failing to prosecute, pursue, reinstate, enforce, renew or otherwise abandoning any item included within the Marks if, in Borrower's good faith judgment, the retention of such item is not material to the proper conduct of its business or is otherwise not consistent with its best interests; provided, however, that Borrower shall give Lender ten (10) days' prior written notice of its intention to abandon or of its failure to renew any item included within the Marks.

8. Lender's Rights As Secured Party. If a Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given to it by this Agreement, the Credit Agreement and the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located or used and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Maryland or elsewhere, the whole or any part, of the Marks, along with the goodwill and other Collateral associated with the business of Borrower to which such Marks relate, or any interest which Borrower has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the balance of such proceeds towards payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Borrower at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Borrower, which right Borrower hereby waives and releases.

9. Power of Attorney. If a Default shall have occurred and be continuing, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power (a) to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Marks, or (b) to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or (c) necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, along with the goodwill and other Collateral associated with the business of Borrower to which such Marks relate, to any third person, in all cases along with the goodwill and other Collateral associated with the business of Borrower to which such Marks relate. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of such power of attorney. This power of attorney shall be irrevocable for the life of this Agreement and be coupled with an interest.

10. Termination. At such time as Borrower shall completely satisfy all of the Obligations and all other liabilities of Borrower to Lender under the Credit Agreement and the other Financing Documents, Lender shall execute and deliver to Borrower, at Borrower's sole cost and expense, all deeds, assignments and other instruments as may be necessary or proper to terminate the liens and security interests granted hereby and to re-vest in Borrower the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by Lender in accordance with the provisions hereof.

11. Fees and Expenses of Lender. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and expenses, incurred by Lender in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by Borrower on demand by Lender, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Protection of Marks.

(a) Subject only to the first proviso in Section 7 hereof, Borrower shall take all actions reasonably necessary to protect and defend the Marks to the extent that the Borrower determines that such Marks have value to the business of the Borrower and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. Lender shall, upon the reasonable request of Borrower, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in connection therewith.

(b) If a Default shall have occurred and be continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks, in which event Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 12.

13. No Waiver. No course of dealing between Borrower and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement or the other Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Use of Marks. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other Collateral provided to Lender pursuant to the Credit Agreement and the other Financing Documents, will permit Lender, upon the happening and during the continuation of a Default as provided herein or an Event of Default as provided in the Credit Agreement or the other Financing Documents, to make use of all rights to the Marks in connection with the business of Borrower to which such Marks relate and the goodwill associated therewith.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 5 hereof.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

19. JUDICIAL PROCEEDINGS. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, ASSIGNOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT ASSIGNEE WOULD NOT EXTEND CREDIT TO ASSIGNOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.


20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

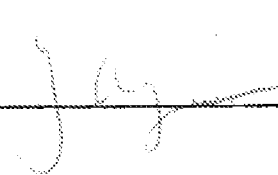
WITNESS:

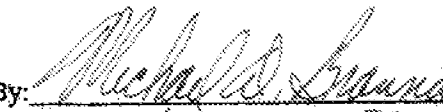
ENVISION EMI LLC



By: 
Name: BARBARA HARRIS
Title: GENERAL MANAGER

BANK OF AMERICA, N.A.



By: 
Name: MICHAEL D. BRANNAN
Title: Sr. VICE PRESIDENT

Notice Address:

8300 Greensboro Drive
Mezzanine Level
McLean, Virginia 22102
Attn: Matt Beardall, Vice President.

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

Trademark	Filing Date Serial No.	Reg. Date Reg. No.
CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	04/23/1999 75/689,758	10/24/2000 2,397,251
CYLC & Design	04/23/1999 75/689,759	10/24/2000 2,397,252
GYLC & Design	04/23/1999 75/689,887	10/09/2001 2,496,798
GYLS & Design	12/09/2002 76/472,923	08/19/2003 2,752,765
GLOBAL YOUNG LEADERS CONFERENCE	04/26/1999 75/691,403	08/08/2000 2,376,277
GLOBAL YOUNG LEADERS CONFERENCE	04/27/2006 78/871,623	Pending - awaiting examination
GLOBAL YOUNG LEADERS SUMMIT	10/17/2002 76/458,950	04/29/2003 2,712,280
JRNYLC & Design	04/26/2006 78/870,480	Pending - awaiting examination
JUNIOR NATIONAL YOUNG LEADERS CONFERENCE	10/17/2002 76/458,975	04/29/2003 2,712,281
NATIONAL YOUNG LEADERS CONFERENCE	04/23/1999 75/690,658	11/07/2000 2,401,548
NYLC & Design	04/26/1999 75/691,931	11/14/2000 2,403,549
NYLSC & Design	04/26/2006 78/870,470	Pending - awaiting examination
PRESIDENTIAL YOUTH INAUGRAL CONFERENCE	04/26/1999 75/692,426	11/07/2000 2,401,553
PYIC & Design	04/23/1999 75/690,657	11/13/2001 2,507,637

9/11/2007 4/29/2005
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321,1245

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Trademark	Filing Date Serial No.	Reg. Date Reg. No.
NATIONAL YOUTH LEADERSHIP FORUM	05/10/1999 75/701,394	09/26/2000 2,389,528
NATIONAL YOUTH LEADERSHIP FORUM COGNITO DUCTUS & Design	05/10/1999 75/701,990	09/26/2000 2,389,530
THE AMERICAN SOCIETY OF FUTURE PHYSICIANS	06/25/2001 75/275,748	09/17/2002 2,622,458