

09-10-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SEP 4

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

WRD 9-4-98

1. Name of conveying party(ies): Vision Action Holdings Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (Delaware)
- Other _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Supplement to Master Security Agreement

Execution Date: June 15, 1998

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: Jericho State: New York ZIP: 11753

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,746,020; 1,813,997; 2,029,766; 1,983,623 (see attached Schedule 3)

Additional numbers attached? Yes No

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

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

09/09/1998 SSNITH 00000032 1983623

DO NOT USE THIS SPACE

FC:481 40.00 DP
FC:482 75.00 DP

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.

Raymond M. Maiello, Esq.
Name of Person Signing

[Signature]
Signature

9/3/98
Date

Total number of pages comprising cover sheet: 13

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

TRADEMARK
REEL: 1784 FRAME: 0781

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

HOSPITALITY RESOURCES INCORPORATED (IL Corporation)

SOUND & STAGECRAFT, INC. (IL Corporation)

AUDIO VISUAL HEADQUARTERS CORPORATION (CA Corporation)

USAV, INC.(DE Corporation)

HRI, V.I., INC. (USVI Corporation)

SUPPLEMENT TO MASTER SECURITY AGREEMENT

SUPPLEMENT TO MASTER SECURITY AGREEMENT (this "Supplement"), dated as of June 15, 1998 (the "Effective Date"), made by the parties set forth on the signature pages hereto (collectively, the "Additional Grantors"), in favor of The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent") under the Master Security Agreement, dated as of October 28, 1997 (the "Security Agreement") made by the parties thereto in favor of the Administrative Agent. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement (referred to below).

W I T N E S S E T H :

WHEREAS, Caribiner International, Inc. and Caribiner, Inc. (collectively, the "Borrowers") have entered into the Credit Agreement, dated as of October 28, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") with the banks and other financial institutions from time to time parties thereto (the "Lenders"), Merrill Lynch Capital Corporation, as Syndication Agent, and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Affiliates (other than the Additional Grantors) have entered into the Security Agreement;

WHEREAS, contemporaneously with the execution and delivery of this Supplement, the Additional Grantors have executed and delivered the Supplement to Master Guarantee, pursuant to which each Additional Grantor has, among other things, guaranteed the prompt payment and complete performance when due of the Obligations;

WHEREAS, pursuant to the First Amendment to the Credit Agreement, dated as of April 1, 1998, the Borrowers agreed to cause the Additional Grantors to become parties to the Security Agreement; and

WHEREAS, the Additional Grantors have agreed to execute and deliver this Supplement in order to become parties to the Security Agreement and to secure their respective obligations under the Master Guarantee;

NOW, THEREFORE, IT IS AGREED:

1. Assumption. By executing and delivering this Supplement, each Additional Grantor hereby becomes a party to the Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder.

2. Amendment to Schedule to the Security Agreement. Schedules 3, 4, 5 and 6 of the Security Agreement is hereby amended by adding the respective schedules set forth on Annex A attached hereto.

3. Representations and Warranties. Each Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Sections 3, 5.4, 6.3 and 7.1 of the Security Agreement is true and correct with respect to it on and as of the date hereof (after giving effect to this Supplement).

4. Effectiveness. This Supplement shall become effective on the Effective Date upon the receipt by the Administrative Agent, with a counterpart for each Lender, of the following:

(a) Supplement. This Supplement, executed and delivered by a duly authorized officer of each Additional Grantor;

(b) Corporate Documents and Proceedings. (i) A copy of the certificate of incorporation of each Additional Grantor certified as of a recent date by the Secretary of State of the state of its incorporation;

(ii) a certificate of such Secretary of State, dated as of a recent date, as to the good standing of that entity set forth in clause (i) above and as to the charter documents on file in the office of such Secretary of State; and

(iii) a certificate of the Secretary or an Assistant Secretary of each entity set forth in clause (i) above dated as of the Effective Date substantially in the form of Exhibit A, certifying (A) that attached thereto is a true and complete copy of the by-laws of that entity as in effect on the date of such certification, (B) that attached thereto is a true and complete copy of resolutions adopted by the Board of Directors or shareholders of that entity authorizing the execution, delivery and performance of this Supplement and any other documents required or contemplated hereunder and the granting of the security interests contemplated by the Security Agreement, (C) that the certificate of incorporation of that entity has not been amended since the date of the last amendment thereto, if any, indicated on the certificate of the Secretary of State furnished pursuant to clause (i) above and (D) as to the incumbency and specimen signature of each officer of that entity executing this Supplement or any other document delivered by it in connection herewith (such certificate to contain a certification by another officer of that entity as to the incumbency and signature of the officer signing the certificate referred to in this clause (iii)).

(c) Legal Opinion. The legal opinions of (i) Schulte Roth & Zabel LLP, counsel to the Additional Grantors, and (ii) Harold E. Schwartz, General Counsel to the Additional Grantors, in form and substance reasonably satisfactory to the Administrative Agent; and

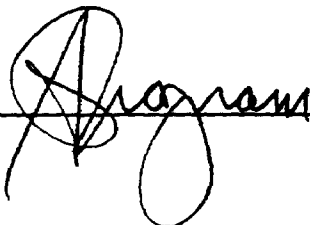
(d) Filings, Registrations and Recordings. Each document (including, without limitation, any Uniform Commercial Code financing statement) required by this Supplement or the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected first priority Lien on the Collateral described therein, subject to the Liens permitted by Section 7.03 of the Credit Agreement shall be in proper form for filing, registration or recordation in each jurisdiction in which the filing, registration or recordation thereof is so required or requested and shall have been received by the Administrative Agent.

(e) Fees. The Administrative Agent shall have received all reasonable fees, expenses and payments required to be made under the Loan Documents (including, without limitation, payment of reasonable fees and disbursements of counsel to the Administrative Agent) for which invoices have been presented.

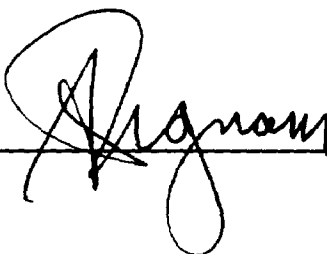
5. MISCELLANEOUS. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

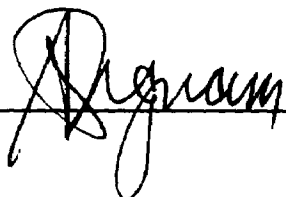
VISUAL ACTION HOLDINGS INC.

By: _____
Name: 
Title:

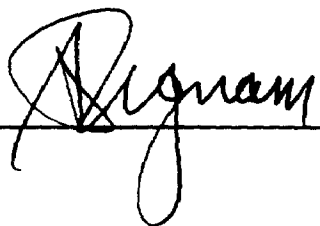
HOSPITALITY RESOURCES INCORPORATED

By: _____
Name: 
Title:

SOUND & STAGECRAFT, INC.

By: _____
Name: 
Title:

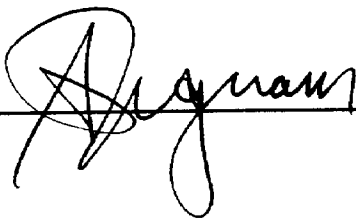
AUDIO VISUAL HEADQUARTERS CORPORATION

By: _____
Name: 
Title:

USAV, INC.

By: _____
Name: _____
Title: _____


HRI, V.I., INC.

By: _____
Name: _____
Title: _____


TRADEMARKS AND TRADEMARK LICENSES

Grantor:

Hospitality Resources Incorporated

Mark:

Design Mark for Hospitality Resources Incorporated, Reg. No. 1,746,020, registered January 12, 1993.

Design Mark for Presentation Services, Reg. No. 1,813,997, registered December 28, 1993.

Design Mark for Executive Express, Reg. No. 2,029,766, registered January 14, 1997.

Design Mark for USAV, United States Audiovisual, Inc., Reg. No. 1,983,623, registered July 2, 1996.

**FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS**

Uniform Commercial Code Filings

Name and Address	Jurisdiction
Visual Actions Holdings Inc. 2300 Gladwick Street Rancho Dominguez, CA 90220	Secretary of State, California
Audio Visual Headquarters Corporation 2300 Gladwick Street Rancho Dominguez, CA 90220	Secretary of State, California Secretary of State, Florida State Register of Conveyances, Hawaii Secretary of State, Oregon State Corporation Commission, Virginia County Clerk of Circuit Court, Arlington County, Virginia
Sound & Stagecraft, Inc. 2250 S. Mannheim Road Des Plaines, IL 60018	Secretary of State, Illinois
Hospitality Resources Incorporated 2920 North Arlington Heights Road Arlington Heights, IL 60004	Secretary of State, Illinois
USAV, Inc. 2920 North Arlington Heights Road Arlington Heights, IL 60004	Secretary of State, Illinois

HRL V.I., Inc. 2920 North Arlington Heights Road Arlington Heights, IL 60004	Secretary of State, Illinois
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Patent and Trademark Filings

Filings against each of the Design Marks set forth on Schedule 3 hereto.

Other Actions

None

(TUE) 7.21.98 21:44/ST. 21:42/NO. 4260880758 P 4

FROM SCHULTE BOTH & ZABEL LLP a3

TRADEMARK
REEL: 1784 FRAME: 0790

INVENTORY AND EQUIPMENT

Inventory and Equipment are kept at the following locations:

Audio Visual Corporate Headquarters
2300 Gladwick Street
Rancho Dominguez, CA 90220

Big Island Staging Office
68 1904 Lina Poe-Poe
Waikoloa, HI 96738

Hawaii Staging Office
567 Kaiola Street
Kihui, HI 96753

Northeast Headquarters Office
3670-B Wheeler Avenue
Alexandria, VA 22304

Santa Clara Regional Office
562 Weddell Drive, #2
Sunnyvale, CA 94069

Oahu Warehouse
2909-B Waiana Street
Honolulu, HI 96819

San Diego Regional Office
7726 Clairemont Mesa Boulevard
San Diego, CA 92111

Portland Regional Office
1634 S.E. Tenth Avenue
Portland, OR 97214

Orange County Regional Office
1591 South Sinclair Street, #G
Anaheim, CA 92806

San Francisco Staging Office
219 Utah Avenue
So. San Francisco, CA 94080

(TUE) 7.21.98 21:44/ST.21:42/NO.4260880758 P 5

FROM SCHULTE ROTH & ZABEL LLP a3

Southeast Headquarters Office
7600 Currency Drive
Orlando, FL 32809

(TUE) 7. 21 '98 21:44/ST. 21:42/NO. 4260880758 P 6

FROM SCHULTE ROTH & ZABEL LLP a3

TRADEMARK
REEL: 1784 FRAME: 0792

LOCATION OF CHIEF EXECUTIVE OFFICE

Grantor:	Address:
Visual Actions Holdings Inc.	2300 Gladwick Street Rancho Dominguez, CA 90220
Audio Visual Headquarters Corporation	2300 Gladwick Street Rancho Dominguez, CA 90220
Sound & Stagecraft, Inc.	2250 S. Mannheim Road Des Plaines, IL 60018
Hospitality Resources Incorporated	2920 North Arlington Heights Road Arlington Heights, IL 60004
USAV, Inc.	2920 North Arlington Heights Road Arlington Heights, IL 60004
HRI, V.L., Inc.	2920 North Arlington Heights Road Arlington Heights, IL 60004

(TUE) 7:21:98 21:44/ST. 21:42/NO. 4260880758 P 7

FROM SCHULTE ROTH & ZABEL LLP a3