FORM PTO-1594
1-31-92

3-14-01
Tab settings ⇒ ⇒ ⇒

RECORDA TR

03-14-2001

101635744

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and ...ginal documents or copy thereof.

1. Name of conveying party(ies):
Production Resource Group, LLC
539 Temple Hill Road
New Windsor, NY 12553

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State:
☒ Other Delaware - Limited Liability Company

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

2. Name and address of receiving party(ies):
Name: GMAC Business Credit, LLC
Internal Address:
Street Address: 630 Fifth Avenue, 30th Floor
City: New York State: NY ZIP: 10011

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware - Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyances:
☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Intellectual Property Security Agreement

Execution Date: February 20, 2001

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corporation
Internal Address:
Street Address: 400 Seventh Avenue, N.W., Suite 101
City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): ..... $ 190.00
☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

03/14/2001 DBYRNE 00000180 1733460
01 FC:481 40.00 DP
02 FC:482 150.00 DP

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

Terrell J. Roberts
Name of Person Signing

Terrell J. Roberts
Signature

March 8, 2001
Date

Total number of pages including coversheet, attachments and document: 13

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

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Patent		Reg. No.	Date
U.S. Patents			
Movable Lighting Apparatus		5,003,442	3/26/91
Computer Controlled Movement of Stage Effect		5,920,476	7/6/99
Foreign Patents			
Stage Effect Control Method and Apparatus	Australia	717,950	11/20/97

II. PATENT APPLICATIONS

Patent		Application No.	Date
U.S. Patent Applications			
Computer Controlled Winch Assembly for Stage Effect		09/630,342	7/31/00
Foreign Patent Applications			
Stage Effect Control Method and Apparatus	Argentina	P 97 01 05460	11/21/97
Stage Effect Control Method and Apparatus	Brazil	PI 9713525-9	5/20/99
Stage Effect Control Method and Apparatus	Canada	2,271,470	11/20/97

TRADEMARK
REEL: 002251 FRAME: 0098

Stage Effect Control Method and Apparatus	European	97950730.8	11/20/97
Stage Effect Control Method and Apparatus	Hong Kong	00100332.7	11/20/97
Stage Effect Control Method and Apparatus	Japan	525688/98	5/21/99
Stage Effect Control Method and Apparatus	Korea	10-199-7004525	5/21/99
Stage Effect Control Method and Apparatus	Mexico	994808	5/21/99
Stage Effect Control Method and Apparatus	PCT	PCT/US97/21804	11/20/97

III. PATENT LICENSES

Name of Agreement	Date of Agreement	Parties

TRADEMARK
REEL: 002251 FRAME: 0099

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark		Reg. No.	Date
U. S. Trademark Registrations			
STAGE COMMAND SYSTEM		1,733,960	11/17/92
STAGE COMMAND		2,328,562	3/14/00
INTELLI-DRIVE		2,101,893	9/30/97
Foreign Trademark Registrations			
STAGE COMMAND	Benelux	588912	2/28/96
STAGE COMMAND	Canada	483,848	10/9/97
STAGE COMMAND	Germany	396 11 256.0	3/7/96
STAGE COMMAND	Japan	4092835	12/12/97
STAGE COMMAND	Japan	4106135	1/23/98
STAGE COMMAND	United Kingdom	2057713	2/22/96
State Trademark Registrations			
UP & DOWN INSTALLATION & DISMANTLING	Colorado	911089989	11/7/91

II. TRADEMARK APPLICATIONS

Mark	Application No.	Date
U.S. Trademark Applications		
PRG Logo	75/829,603	10/22/99
ENTOLO	75/747,443	7/2/99

FOURTH PHASE	76/047,024	5/15/00
FOURTH PHASE & Design	76/115,376	8/24/00

III. TRADEMARK LICENSES

Name of Agreement	Date of Agreement	Parties

TRADEMARK
REEL: 002251 FRAME: 0101

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Copyright	Reg. No.	Date

II. COPYRIGHT APPLICATIONS

Copyright	Application No.	Date

III. COPYRIGHT LICENSES

Name of Agreement	Date of Agreement	Parties

TRADEMARK
REEL: 002251 FRAME: 0102

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 20, 2001, is made by PRODUCTION RESOURCE GROUP, L.L.C., a Delaware limited liability company ("Grantor"), in favor of GMAC BUSINESS CREDIT, LLC ("GMACBC"), a Delaware limited liability company, as agent (GMACBC, in such capacity, "Agent") for itself and the financial institutions which are now or which hereafter become a party to the Loan Agreement (as defined below) (GMACBC and each such financial institution a "Lender" and collectively, the "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor as Borrowers and Guarantors (each a "Loan Party" and collectively, "Loan Parties") and Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Agent has agreed to make Advances for the benefit of Grantor and the other Loan Parties; and

WHEREAS, Agent is willing to make Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations, Grantor hereby pledges and grants to Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all Patents and Patent Licenses to which Grantor is a party, including those referred to on Schedule I hereto. "Patents" shall mean all (i) letters of patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country and (ii) reissues, continuations, continuations-in-part or extensions thereof. "Patent Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence;

(b) all Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule II hereto. "Trademarks" shall mean all of the following now owned or hereafter acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof. "Trademark Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration;

(c) all Copyrights and Copyright Licenses to which Grantor is a party including those referred to on Schedule III hereto. "Copyrights" shall mean all of the following now owned or hereafter acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof. "Copyright Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration;

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

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

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the

filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings; provided, however, unless there shall have occurred and be continuing an Event of Default, the requirements of this Section 4(c) shall not apply if Grantor shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms

TRADEMARK
REEL: 002251 FRAME: 0105

that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement

8. EXECUTION OF POWER OF ATTORNEY. Concurrently with the execution and delivery hereof, Grantor shall execute and deliver to Agent, in the form of Exhibit A hereto, an original of a Power of Attorney for the implementation, upon the occurrence and during the continuance of an Event of Default, of the assignment, sale or other disposal of the Intellectual Property Collateral pursuant to this Intellectual Property Security Agreement.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

TRADEMARK
REEL: 002251 FRAME: 0106

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

PRODUCTION RESOURCE GROUP, L.L.C.

By: Robert Manners
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GMAC BUSINESS CREDIT, LLC, AS AGENT

By:
Name:
Title:

TRADEMARK
REEL: 002251 FRAME: 0107

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Patent		Reg. No.	Date
U.S. Patents			
Movable Lighting Apparatus		5,003,442	3/26/91
Computer Controlled Movement of Stage Effect		5,920,476	7/6/99
Foreign Patents			
Stage Effect Control Method and Apparatus	Australia	717,950	11/20/97

II. PATENT APPLICATIONS

Patent		Application No.	Date
U.S. Patent Applications			
Computer Controlled Winch Assembly for Stage Effect		09/630,342	7/31/00
Foreign Patent Applications			
Stage Effect Control Method and Apparatus	Argentina	P 97 01 05460	11/21/97
Stage Effect Control Method and Apparatus	Brazil	PI 9713525-9	5/20/99
Stage Effect Control Method and Apparatus	Canada	2,271,470	11/20/97

TRADEMARK
REEL: 002251 FRAME: 0108

Stage Effect Control Method and Apparatus	European	97950730.8	11/20/97
Stage Effect Control Method and Apparatus	Hong Kong	00100332.7	11/20/97
Stage Effect Control Method and Apparatus	Japan	525688/98	5/21/99
Stage Effect Control Method and Apparatus	Korea	10-199-7004525	5/21/99
Stage Effect Control Method and Apparatus	Mexico	994808	5/21/99
Stage Effect Control Method and Apparatus	PCT	PCT/US97/21804	11/20/97

III. PATENT LICENSES

Name of Agreement	Date of Agreement	Parties

TRADEMARK
REEL: 002251 FRAME: 0109

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark		Reg. No.	Date
U. S. Trademark Registrations			
STAGE COMMAND SYSTEM		1,733,960	11/17/92
STAGE COMMAND		2,328,562	3/14/00
INTELLI-DRIVE		2,101,893	9/30/97
Foreign Trademark Registrations			
STAGE COMMAND	Benelux	588912	2/28/96
STAGE COMMAND	Canada	483,848	10/9/97
STAGE COMMAND	Germany	396 11 256.0	3/7/96
STAGE COMMAND	Japan	4092835	12/12/97
STAGE COMMAND	Japan	4106135	1/23/98
STAGE COMMAND	United Kingdom	2057713	2/22/96
State Trademark Registrations			
UP & DOWN INSTALLATION & DISMANTLING	Colorado	911089989	11/7/91

II. TRADEMARK APPLICATIONS

Mark	Application No.	Date
U.S. Trademark Applications		
PRG Logo	75/829,603	10/22/99
ENTOLO	75/747,443	7/2/99

TRADEMARK
REEL: 002251 FRAME: 0110

FOURTH PHASE	76/047,024	5/15/00
FOURTH PHASE & Design	76/115,376	8/24/00

III. TRADEMARK LICENSES

Name of Agreement	Date of Agreement	Parties

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Copyright	Reg. No.	Date

II. COPYRIGHT APPLICATIONS

Copyright	Application No.	Date

III. COPYRIGHT LICENSES

Name of Agreement	Date of Agreement	Parties

TRADEMARK
REEL: 002251 FRAME: 0112

EXHIBIT A
SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that PRODUCTION RESOURCE GROUP, L.L.C., a limited liability company formed under the laws of Delaware, with its principal office at 539 Temple Hill Road, New Windsor, New York 12553 ("Guarantor"), pursuant to an Intellectual Property Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes GMAC BUSINESS CREDIT, LLC, with offices at 630 Fifth Avenue, 30th Floor, New York, New York 10111 ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Guarantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Guarantor in and to the Intellectual Property Collateral (as defined in the Agreement) listed on Schedule I, Schedule II and Schedule III of the Agreement, the Patents, Trademarks and/or Copyrights (as each is defined in the Agreement) which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Date: ~~February~~ March 7, 2001

PRODUCTION RESOURCE GROUP, L.L.C.

By: Robert Manners
Name: Robert A. Manners
Its: Vice President

TRADEMARK
REEL: 002251 FRAME: 0113

STATE OF NEW YORK)
)
) ss:
COUNTY OF NEW YORK)

On the 7th day of ~~February~~ March, 2001, before me personally came Robert Manner to me known, who being by me duly sworn, did depose and say s/he is the Sr. VP of Production Resource Group, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the member of said limited liability company.

Susan Eisner

Notary Public
My Commission Expires:

SUSAN EISNER
Notary Public, State of New York
No. 02EI5084468
Qualified in Rockland County
Commission Expires Sep 2, 2001

RECORDED: 03/14/2001

TRADEMARK
REEL: 002251 FRAME: 0114