

03-07-2002



102005912

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

1. Name of conveying party(ies):

Audio Visual Services Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other 3.7.02

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 4, 2002

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

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558City: Houston State: TX ZIP: 77252

- ☐ 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

(Designations 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)

76/332,548 ; 76/333,267 ; 76/332,540 ; 76/332,544 ; 76/332,547
76/335,266 ; 76/337,806 ; 76/337,803 ; 76/337,805 ; 76/332,546
76/332,545 ; 76/337,804 ; 76/337,809

B. Trademark Registration No.(s)

1,811,189 ; 1,857,000 ; 1,908,815 ; 2,029,766 ; 1,983,623Additional numbers attached? ☐ Yes ☒ No

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

Name: Robyn Greenberg, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 10017

6. Total number of applications and

registrations involved: 18

7. Total fee (37 CFR 3.41): \$465.00

- ☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number:

9. Signature.

Robyn Greenberg, Esq.
 Name of Person Signing

Robyn Greenberg
 Signature

3/6/02
 Date
Total number of pages including cover sheet, attachments, and documents: 8

03/08/2002 6TON11 00000052 76332548

01 FC:481
02 FC:48240.00 DP
425.00 DP
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002455 FRAME: 0520

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 4, 2002 is made by Audio Visual Services Corporation, a Delaware corporation (the "Parent") in favor of JPMorgan Chase Bank, as Administrative Agent (the "Agent") for the banks and other financial institutions (the "Lenders"), parties to the \$100,000,000 Credit Agreement, dated as of March 4, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent, Audio Visual Services (NY) Corporation, (the "Company"; collectively with the Parent, the "Borrowers"), the Lenders and the Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain other subsidiaries of the Parent have executed and delivered a Guarantee and Collateral Agreement, dated as of March 4, 2002, in favor of Agent (together with all amendments and modifications, if any, from time to time made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including those items described in Schedule 6 to the Guarantee and Collateral Agreement; and

WHEREAS, the Parent has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Parent agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Parent hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Annex A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

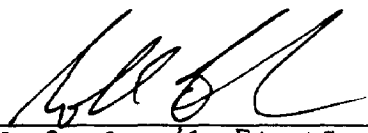
SECTION 3. Purpose. This Agreement has been executed and delivered by the Parent for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Parent does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUDIO VISUAL SERVICES CORPORATION

By: 
Name: ROBERT K. ELLIS
Title: CHIEF EXECUTIVE OFFICER
CHAIRMAN

JPMORGAN CHASE BANK, as Agent *me*

By: _____
Name:
Title:

TRADEMARK

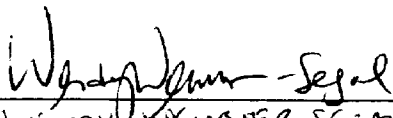
REEL: 002455 FRAME: 0523

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective offices thereunto duly authorized as of the day and year first above written.

AUDIO VISUAL SERVICES CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as Agent

By: 
Name: WENDY WINSLER-SEGAL
Title: VICE PRESIDENT

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

On the 4th day of March, 2002, before me personally came
Robert K. Ellis, who is personally known to me to be the Chairman & CEO
of AUDIO VISUAL SERVICES CORPORATION, a Delaware corporation; who, being duly
sworn, did depose and say that ~~she~~/he is the Chairman & CEO in such corporation, the
corporation described in and which executed the foregoing instrument; that she/he executed and
delivered said instrument pursuant to authority given by the Sole Director of such corporation;
and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Tracey F. Dillon
Notary Public / TRACEY F. DILLON
Notary Public, State of New York
No. 01DI5036359
Qualified in Kings County
Certified in New York County
Commission Expires Nov. 21, 2002
(PLACE STAMP AND SEAL ABOVE)

Trademarks/Service marks

<u>Mark</u>	<u>Registration/Application No.</u>	<u>Filing/Registration Date</u>
Audio Visual Services Corporation (words)	76/332,548	10-30-01 (application filed)
Audio Visual Services Corporation (design - letterhead)	76/333,267	11-01-01 (application filed)
Audio Visual Services Corporation (design - website)	76/332,540	10-30-01 (application filed)
AVHQ (words)	76/332,544	10-30-01 (application filed)
AVHQ Audio Visual Headquarters (design)	1,811,189	12-14-93
Audio Visual Headquarters (words)	76/332,547	10-30-01 (application filed)
Audio Visual Headquarters (design)	1,857,000	10-04-94
AV On Demand (words)	76/335,266	11-7-01 (application filed)
B Bauer Audio Visual, Inc. (design)	1,908,815	08-01-95
Bauer Audio Visual (words)	76/337,806	11-13-01 (application filed)
Blumberg Communications (words)	76/337,803	11-13-01 (application filed)
Executive Express (design)	2,029,766	01-14-97
Hospitality Resources Incorporated (words)	76/337,805	11-13-01 (application filed)

TRADEMARK

REEL: 002455 FRAME: 0526

Trademarks/Service Marks (Cont.)

<u>Mark</u>	<u>Registration No.</u>	<u>Filing/Registration Date</u>
PS Presentation Services (words)	76/332,546	10-30-01 (application filed)
Presentation Services (design)	76/332,545	10-30-01 (application filed)
Sound & Stagecraft (words)	76/337,804	11-13-01 (application filed)
USAV (words)	76/337,809	11-13-01 (application filed)
USAV United States Audiovisual, Inc. (design)	1,983,623	07-02-96

AUDIO VISUAL SERVICES GROUP, INC. (d/b/a):

- PRESENTATION SERVICE
- EXECUTIVE EXPRESS
- AUDIO VISUAL HEADQUARTERS