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Form PTO-1594

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Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Westsun International Inc.
by Richter & Partners Inc.

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

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

2. Name and address of receiving party(ies)

Name: Production Resource Group
L.L.C.

Address: _____

Street Address: 539 Temple Hill Road

City: New Windsor State: NY Zip: 12553

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State DE

Other _____

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 conveyance:

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

Execution Date: 8/14/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2206367 2206370
2322675

Additional number(s) attached Yes No

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

Name: Peter L. Costas

Internal Address: Pepe & Hazard, LLP

Street Address: 225 Asylum St.

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

SHIELA P. KLAPATCH

Name of Person Signing

Shiela P. Klapatch

Signature

10/16/2002

Date

11/06/2002

BYTRM 00000006 2206367

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521
02 FC:8522

40.00 DP
50.00 OP

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

TRADEMARK

REEL: 002611 FRAME: 0307

**SPECIFIC U.S. TRADE MARK, TRADE NAME AND TRADE STYLE
ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT dated as of the 14 day of August, 2002 (the "**Effective Date**").

B E T W E E N:

RICHTER & PARTNERS INC. ("R&P"), in its capacity as Interim Receiver and Court-appointed Receiver of the undertaking, property and assets of Westsun International Inc., Westsun International (Canada) Inc., Westsun International (U.S.A.) Inc., Westsun Vancouver Inc., Westsun Winnipeg Inc., Westsun Scenic Edge Inc., Westsun America, Inc., Westsun Show Systems (U.S.), Inc., Jason Sound Industries Ltd., Westsun Projects Inc., Westsun Show Systems Inc., Westsun Toronto Inc., Westsun Show Technologies (U.S.) Inc., and The Obie Company (collectively "**Westsun**")

(hereinafter referred to as the "**Assignor**")

OF THE FIRST PART

- and -

PRODUCTION RESOURCE GROUP, L.L.C., a limited liability company formed under the laws of the State of Delaware

(hereinafter referred to as the "**Assignee**")

OF THE SECOND PART

WHEREAS pursuant to a Terms and Conditions of Sale dated June 14, 2002 (the "**Terms and Conditions**"), an Offer Form dated June 28, 2002 (the "**Offer Form**") and an Addendum to Terms and Conditions of Sale dated June 28, 2002 (the "**Addendum to Terms and Conditions**") between the Assignor and the Assignee (collectively, the "**Purchase Agreement**"), the Assignor agreed to sell to the Assignee and the Assignee agreed to purchase from the Assignor on the date hereof all of the Assignor's right, title and interest, if any, in and to the Sale Assets (as that term is defined

in the Purchase Agreement and which excludes any equipment under rental or lease agreements as listed in Schedule 1 to the Addendum to Terms and Conditions);

AND WHEREAS pursuant to the Vesting Order (the "**Vesting Order**") issued by the Honourable Madam Justice Wilson of the Ontario Superior Court of Justice in Bankruptcy (the "**Court**") on July 25, 2002 and confirmed by the U.S. Bankruptcy Court in Nevada on July 29, 2002, the Court ordered that upon R&P's satisfaction that all conditions for closing have been satisfied or waived in accordance with the Purchase Agreement, all right, title and interest, if any, of the Assignor in and to the Vested Canadian Assets (as hereinafter defined) shall vest in Fourth Phase Ltd. ("**FPL**") and the balance of the Assignor's right, title and interest, if any, in and to the Sale Assets shall vest in the Assignee;

AND WHEREAS pursuant to the Vesting Order, the Court conveyed unto the Assignee and FPL (collectively, the "**Purchasers**"), their successors and assigns all of the Assignor's right, title and interest, if any, in and to the Sale Assets as follows:

- (a) The Sale Assets located in or related to Westsun's Toronto location in favour of FPL (the "**Vested Canadian Assets**"); and
- (b) The balance of the Sale Assets, not otherwise referred to and included in paragraph (a) above, in favour of the Assignee.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements hereinafter contained, the completion of the transactions contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

2. **Assignment.** The Assignor hereby absolutely and irrevocably grants, transfers, assigns, conveys and sets out unto the Assignee from and after the Effective Date all its right, title and interest, if any, in and to the U.S. trade marks listed in Schedule "A" (collectively, the "**U.S. Trade Marks**") and the corporate names listed in Schedule "B" (collectively, the "**Names**"), together with any and all benefits, advantages, privileges and rights arising thereunder or to be derived therefrom.

3. **Use.** Unless expressly permitted by the Assignee in writing, the Assignor shall from and after the Effective Date, cease and desist from any further use of the U.S. Trade Marks and Names or any other mark or name similar to the U.S. Trade Marks and Names in any manner or for any purpose whatsoever, other than in connection with the remaining administration of the receivership of Westsun.

4. **Assignee's Acknowledgment.** The Assignee acknowledges that such right, title and interest, if any, as the Assignor may possess in and to the U.S. Trade Marks are to be purchased and sold on an "as is, where is" basis at the risk and peril of the Assignee,

without any condition, representation, collateral agreement or warranty whatsoever, expressed or implied, legal or contractual, and whether arising out of statute (including, without limitation, any sale of goods legislation) or the operation of law, or as to any matter whatsoever; including without limiting the generality of the foregoing, any representation, whether written or verbal or any warranty against eviction or hidden defect, or any covenant or representation with respect to the suitability for the purpose for which the U.S. Trade Marks are intended, or fitness, quantity, quality, durability, nature, condition, description, merchantability, marketability or valuation of the U.S. Trade Marks.

5. **Further Assurances.** Each of the parties hereto from time to time at the reasonable request of the other party hereto, shall execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as such other party may reasonably require to more effectively complete any matter provided for herein or contemplated hereby, provided that all costs incurred by the Assignor in so doing shall be for the account of the Assignee on a prepaid basis.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (but without giving effect to any conflict of laws rules), to which both parties hereto expressly agree to attorn.

7. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. **Interpretation.** Capitalized words and expressions used herein and defined in the Purchase Agreement shall have the meaning herein as therein.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. The parties hereto shall be entitled to rely upon delivery by facsimile of an executed copy of this Agreement and such facsimile copy will be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

IN WITNESS WHEREOF this Assignment Agreement has been executed by the parties hereto as of the Effective Date.

SIGNED, SEALED AND


DELIVERED

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**RICHTER & PARTNERS INC., in its
capacity as Interim Receiver and Court-
appointed Receiver of the undertaking, property
and assets of Westsun**

Per:

Name:



Title:

Senior Associate

