

10-21-2004

10-18-04

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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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):

Signature Special Event Services, LLC

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

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

## 3. Nature of conveyance:

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

Execution Date: 9/30/04

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

Name: Manufacturers and Traders Trust Company

Internal

Address:

Street Address: 25 South Charles Street

City: Baltimore State: MD Zip: 21201

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State New York  
☐ 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

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

A. Trademark Application No.(s)

 B. Trademark Registration No.(s) 2,409,911;  
 2,384,328; 2,437,946
Additional number(s) attached ☐ Yes ☒ No

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

Name: Dana K. Sawyer, Paralegal

Internal Address: Ober, Kaler, Grimes &amp; Shriver

Street Address: 120 E. Baltimore Street

City: Baltimore State: MD Zip: 21202-1643

## 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:

DO NOT USE THIS SPACE

## 9. Signature.

Dana K. Sawyer

Name of Person Signing

Signature

10/13/04

Date

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

11

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

10/20/2004 GT0N11 00000049 2409911

 01 FC:8521  
 02 FC:8522

 40.00 OP  
 50.00 OP

 TRADEMARK  
 REEL: 003064 FRAME: 0874

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated September ~~30~~, 2004, is given by SIGNATURE SPECIAL EVENT SERVICES, LLC, a Delaware limited liability company ("Assignor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation and successor-by-merger to Allfirst Bank ("Assignee").

**BACKGROUND**

WHEREAS, Assignor has entered into a certain Amended and Restated Loan and Security Agreement, dated September ~~30~~, 2004, with Assignee (as the same may from time to time be amended, restated, supplemented, or otherwise modified, the "Loan Agreement"), which Loan Agreement amends and restates in its entirety the Loan and Security Agreement dated February 28, 2003 (as amended, the "Prior Loan Agreement"); and

WHEREAS, the Loan Agreement, among other things, re-evidences the outstanding obligations under the Prior Loan Agreement and provides, subject to the term thereof, for future extensions from time to time of credit and other financial accommodations by Assignee to Assignor; and

WHEREAS, in conjunction with Assignor's entry into the Loan Agreement, Assignor wishes to reconfirm its obligations under the existing Trademark Security Agreement dated February 28, 2003 (the "Prior Security Agreement") as it relates to such future extensions of credit and other financial accommodations to Assignor under the Loan Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that Assignor reconfirms and regrants to Assignee a security interest in and lien upon its various Marks (as hereinafter defined) by executing and delivering to Assignee this Agreement, which Agreement shall amend and restated in its entirety the Prior Security Agreement.

As used herein, the term "Financing Documents" means collectively the Loan Agreement, and all notes, guarantees, mortgages, security agreements, debentures, and other documents previously, simultaneously or hereafter executed and delivered by Assignor or any party or parties in favor of Assignee 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 Loan 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. Confirmation and Regrant of Security Interest. To secure the complete and timely payment and performance of all of its Obligations under the Loan Agreement and the other Financing Documents, Assignor, to the extent of its interest therein, hereby grants, assigns,

6. Default. The term "Default", as used herein, shall mean: (a) any Event of Default under the Loan Agreement or a default under any of the other Financing Documents; and (b) any violation by Assignor 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 Assignor.

7. Assignor's Right to Use Marks. Unless and until a Default shall occur and be continuing, Assignor 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 Assignee; provided, however, that nothing herein contained shall prohibit Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in Assignor's good faith judgment, the retention of such item is not material to the proper conduct of its business; provided, however, that Assignor shall give Assignee ten (10) days' prior written notice of its intention to abandon or of its failure to renew any item included within the Marks.

8. Assignee's Rights As Secured Party. If a Default shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan 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, Assignee 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, the goodwill and equipment associated therewith, or any interest which Assignor 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 Assignor 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 Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee 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 Assignor, which right Assignor hereby waives and releases.

9. Power of Attorney. If a Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power (a) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee 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 Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. Assignor 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 Assignor shall completely satisfy all of the Obligations and all other liabilities of Assignor to Assignee under the Loan Agreement and the other Financing Documents, Assignee shall execute and deliver to Assignor, at Assignor'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 Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee in accordance with the provisions hereof.

11. Fees and Expenses of Assignee. 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 Assignee 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 Assignor on demand by Assignee, 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 Loan Agreement.

12. Protection of Marks.

(a) Subject only to the first proviso in Section 7 hereof, Assignor 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. Assignee shall, upon the reasonable request of Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in connection therewith.

(b) If a Default shall have occurred and be continuing, Assignee 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 Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Paragraph 12.

13. No Waiver. No course of dealing between Assignor and Assignee nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan 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 Assignee pursuant to the Loan Agreement and the other Financing Documents, will permit Assignee, upon the happening and during the continuation of a Default as provided herein or an Event of Default as provided in the Loan Agreement or the other Financing Documents, to make use of all rights to the Marks 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 State of Maryland.

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.

[SIGNATURES BEGIN ON NEXT PAGE]

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

WITNESS:

SIGNATURE SPECIAL EVENTSERVICES, LLC

C. Bl

By: Mike D. Brookshire (SEAL)  
Mike D. Brookshire  
Secretary

WITNESS:

MANUFACTURERS AND TRADERS TRUST  
COMPANY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Anthony Raley  
Bank Officer

ACKNOWLEDGMENTS

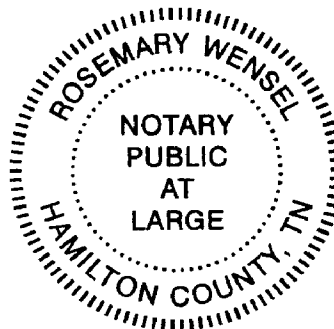
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of September, 2004, before me, the undersigned Notary Public of said State, personally appeared Mike D. Brookshire, who acknowledged himself to be the Secretary of Signature Special Event Services, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Secretary of said limited liability company for and on behalf of such limited liability company.

WITNESS my Hand and Notarial Seal.

Rosemary Wensel  
Notary Public

My commission expires: September 5, 2007.



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

WITNESS:

SIGNATURE SPECIAL EVENTSERVICES, LLC

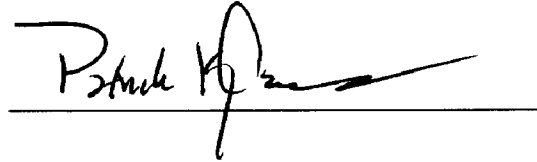
\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Thomas Brown  
President and Chief Manager

WITNESS:

MANUFACTURERS AND TRADERS TRUST  
COMPANY



By: \_\_\_\_\_(SEAL)

Anthony Raley  
Bank Officer

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of September, 2004, before me, the undersigned Notary Public of said State, personally appeared Thomas Brown, who acknowledged himself to be the President and Chief Manager of Signature Special Event Services, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized President and Chief Manager of said limited liability company for and on behalf of such limited liability company.

WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of September, 2004, before me, the undersigned Notary Public of said State, personally appeared Anthony Raley, who acknowledged himself to be a Bank Officer with Manufacturers and Traders Trust Company, a New York banking corporation and successor-by-merger to Allfirst Bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as one of the duly authorized Bank Officer of said corporation by himself as a Bank Officer.

WITNESS my Hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public

My commission expires: SEP 7, 2007



**SCHEDULE A  
TO THE  
AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT  
DATED SEPTEMBER 30, 2004  
BY SIGNATURE SPECIAL EVENT SERVICES, LLC  
IN FAVOR OF  
MANUFACTURERS AND TRADERS TRUST COMPANY**

LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**1. Federal Registered Trademarks.**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Service</u>
Motion Picture & Events, Inc	2,409,911	December 5, 2000	providing on-site generation of electrical power for the entertainment industry
Broadcast Power	2,384,328	September 5, 2000	providing on-site generation of electrical power for the entertainment industry
Entertainment Power	2,437,946	March 27, 2001	providing on-site generation of electrical power for the entertainment industry

**2. Federal Trademark Applications.**

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		

**3. Abandoned, Cancelled and Expired Federal Trademarks.**

<u>Mark</u>	<u>Registration Number</u>	<u>Abandonment, Cancellation or Expiration Date</u>
None		