

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Production Resource Group, L.L.C.		01/05/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	HBK Investments L.P.; as agent
Street Address:	300 Crescent Court, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1733960	STAGE COMMAND SYSTEMS
Registration Number:	2328562	STAGE COMMAND
Registration Number:	2101893	INTELLI-DRIVE
Registration Number:	2583014	PRG
Registration Number:	2564444	FOURTH PHASE
Registration Number:	2595593	FOURTH PHASE
Registration Number:	2607861	ENTOLO

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127562388
 Email: daniel.angel@srz.com
 Correspondent Name: Daniel Angel, Esq.
 Address Line 1: 919 Third Avenue

CH \$190.00 1733960

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 040386.0011

NAME OF SUBMITTER: Daniel Angel, Esq. (040386.0011)

Signature: /sas for da/

Date: 01/17/2006

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Production Resource Group, L.L.C. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated January 6, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of HBK Investments L.P., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 5th, 2006.

PRODUCTION RESOURCE GROUP, L.L.C.

By: Robert Manners
Name: Robert MANNERS
Title: Vice President

Assignment for Security (Trademarks)

TRADEMARK
REEL: 003228 FRAME: 0493

STATE OF New York

COUNTY OF Orange

SS.:

On this 5th day of January 2006, before me personally came Robert Mannes, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of Production Resource Group, L.L.C. a Delaware limited liability company and that s/he executed the foregoing instrument in the firm name of Production Resource Group, L.L.C., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Teresa A. Moran

TERESA A. MORAN
Notary Public, State of New York
No. 01M06045486
Qualified in Orange County
Commission Expires July 31, 2006

Assignment for Security (Trademarks)

TRADEMARK
REEL: 003228 FRAME: 0494

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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
PRG (Logo)	2,583,014	6/18/02
FOURTH PHASE	2,564,444	4/23/02
FOURTH PHASE LOGO	2,595,593	7/16/02
ENTOLO	2,607,861	8/13/02

Foreign Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
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	UK	2057713	2/22/96

State Trademark Registrations

UP & DOWN INSTALLATION DISMANTLING	Colorado	911089989	Abandoned
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