

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 Canada Limited		01/05/2006	CORPORATION:

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:	2206367	
Serial Number:	75142580	WESTSUN SHOW SYSTEMS
Serial Number:	75165798	WESTSUN
Registration Number:	1900911	OBIE'S
Registration Number:	1997035	XESCAN
Registration Number:	1986581	THE OBIE COMPANY
Registration Number:	1895332	OBIE

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 2206367

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: 5
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Production Resource Group Canada Limited (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 CANADA
LIMITED

By:



Name: Robert MANNERS

Title: Vice President

Assignment for Security (Trademarks)

TRADEMARK
REEL: 003228 FRAME: 0723

STATE OF New York
COUNTY OF Orange SS.:

On this 5th day of January 2006, before me personally came Robert MANNERS 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 Canada Limited, a company organized under the laws of Nova Scotia and that s/he executed the foregoing instrument in the firm name of Production Resource Group Canada Limited 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. 01MO6045488
Qualified in Orange County
Commission Expires July 31, 2016

Assignment for Security (Trademarks)

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. TRADEMARKS

CANADIAN TRADEMARKS

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Filing Date</u>
Westsun	TMA411,885	11/22/93
Westsun Show Systems	TMA476,611	5/22/97
Sun & Wave Logo Mark	MA476,882	5/27/97

U.S. TRADEMARKS

<u>Date Assigned</u> <u>Trademark Name</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Serial Number/</u> <u>Registration Date</u>	<u>to PRG</u>
Sun and Wave Design Mark	2,206,367	9/13/96	12/1/98	
Westsun Show Systems 2322675	75/142,580	7/31/96	2/29/00	10/21/02
Westsun	75/165,798 10/21/02	9/13/96	12/1/98 2206370	
Obie	1,885,332		5/23/1998	
Obie's	1,900,911		6/20/1995	
Obie	California No. 43592		Term to: 7/27/04	
Obie	California No. 44162		Term to: 11/29/04	

The Obie Company and design California No. 43953

Term to: 10/3/04

The Obie Company and design California No.43591

Term to: 7/27/04

Xescan 1,997,035

8/27/96

The Obie Company and Design 1.986.581

7/16/98