

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 Inc.		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: 26

Property Type	Number	Word Mark
Registration Number:	2170786	ICON CONSOLE
Registration Number:	2168968	ICON MINI
Registration Number:	2263939	LIGHT & SOUND DESIGN
Registration Number:	3000710	LIGHT SOUND DESIGN FOURTH PHASE
Registration Number:	2988943	
Registration Number:	2986255	M BOX
Registration Number:	2990374	MBOX
Registration Number:	1525496	COLOURMAG
Registration Number:	2151720	WASHLIGHT
Registration Number:	2145706	WASHLIGHT
Registration Number:	1846659	ICON
Serial Number:	78672909	AUTOPAR
Serial Number:	78547298	DIGI-LUMINAIRE
Serial Number:	78547286	DIGITAL LUMINAIRE

CH \$665.00 2170786

Serial Number:	78668314	MBOX EXTREME
Serial Number:	78672914	PRG SERIES 400
Serial Number:	78547421	VIDI-LITE
Serial Number:	75271358	1.3 MILLION POINTS OF LIGHT
Serial Number:	75271357	ICON MEDUSA
Serial Number:	75182883	LSD ICON
Serial Number:	75061151	LSD ICON
Serial Number:	74698461	OUTBOARD EFFECTS MIRROR
Serial Number:	75182857	SNAP MASTER
Serial Number:	75182858	ICON WASHLIGHT
Serial Number:	75098596	WASHLIGHT
Serial Number:	74476696	VIKOMA

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
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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: 6
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Production Resource Group Inc. (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 INC.

By: Robert Manners

Name: Robert MANNERS
Title: Vice President

Assignment for Security (Trademarks)

TRADEMARK
REEL: 003228 FRAME: 0879

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Icon Console	2,170,786	7/7/98
Icon Mini Console	2,168,968	6/30/98
Light & Sound Design	2,263,939	10/17/96
Light & Sound Design	3,000,710	9/27/05 (<i>Just added</i>)
LSD/Fourth Phase Logo	2,988,943	8/30/05 (<i>Just added</i>)
MBox & Design	2,986,255	8/16/05 (<i>Just Added</i>)
MBox	2,990,374	8/30/05 (<i>Just Added</i>)
Colourmag	1,525,496	2/21/89
Washlight	2,151,720	4/21/98
Washlight	2,145,706	3/24/98
Icon (and Design)	1,846,659	7/26/94

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Autopar	78/672,909	7/18/05 (<i>Just Added</i>)
Digi-Luminaire	78/547,298	1/13/05 (<i>Just Added</i>)
Digit5al Luminaire	78/547,286	1/13/05 (<i>Just Added</i>)
MBox Extreme	78/668,314	7/12/05 (<i>Just Added</i>)
PRG Series 400 <i>Added</i>)	78/672,914	7/18/2005 (<i>Just</i>
Vidi-Lite	78/547,421	1/13/05 (<i>Just Added</i>)

1.3 Million Points of Light (<i>just added</i>)	75/271,358	4/8/97 (<i>abandoned</i>)
Icon Medusa	75-271357	4/8/97 (<i>abandoned</i>)
LSD Icon	75-182883 (<i>abandoned</i>)	10/17/96

LSD Icon		75-061151 (abandoned)	2/22/96
Outboard Effects Mirror	(just added)	74/698,461	7/6/95 (abandoned)
Snap Master	(just added)	75/182,857 (abandoned)	10/17/96
Washlight	(just added)	75/182,858 (abandoned)	10/17/96
Washlight	(just added)	75/098,596 (Cancelled)	3/24/98
Vikoma	(just added)	74/476,696 (Cancelled)	10/10/95

Foreign Trademark Registrations (Just Added)

<u>Trademark</u>	<u>Class#</u>	<u>Country</u>	<u>Registration #</u>	<u>Registration Date</u>
ICON				
	9,11,41	Austria	177332	8/14/98
	9,11,42	France	94522214	5/30/94
	9,11,36,41	Germany	2913894	11/20/97
	11	South Africa	945333	12/18/98
	41	South Africa	945334	12/18/98
	41	Spain	1905776	10/5/99
	9,11,36,41	Switzerland	449247	2/16/98
	11	UK	1555230	11/30/93
	41	UK	1555231	11/30/93
	9	Australia	631048	6/25/96
	4	Australia	631050	5/30/94
ICON (Stylized)				
	9,11	Austria	173511	1/22/98
	9,11,41	Germany	39713909	7/8/97
	9,11	Switzerland	453365	4/16/97
ICON Japan				
	42	Japan	4436641	12/1/00
LSD ICON				
	9,11,41	UK	2056725	2/13/96
Washlight				
	41,42	Austria	173509	1/22/98
	9,41,42	Germany	39713745	7/21/97

11,35,36,41 Switzerland 447251 n/a (filed: 4/1/97)

Washlight (Stylized)

41,42 Austria 173510 1/22/98
11,35,36,41 Switzerland 447272 12/30/97

Foreign Trademark Applications (Just Added)

<u>Trademark</u>	<u>Class#</u>	<u>Country</u> <u>Status</u>	<u>Application #</u>	<u>Filing Date</u>
ICON	41	Japan Abandoned	653132	5/30/94
ICON	9	South Africa Abandoned	94/5332	5/30/94
ICON	9	Spain Abandoned	1905774	5/30/94
ICON	11	Spain Abandoned	1905775	5/30/94
ICON	9	UK Abandoned	1555229	11/30/93

ICON Japan

9 Japan 8-127320 11/12/96
Abandoned
11 Japan 8-127321 11/12/96
Abandoned

LSD ICON

41 South Africa
9602586 6/8/00 Reg/Drop