

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swank Trademark LLC		11/23/2005	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Swank Audio Visuals, LLC		
Street Address:	211 South Jefferson Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63103		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2558234	SWANK AUDIO VISUALS	
Registration Number:	2558551	PARTNER SWANK AUDIO VISUALS	
CORRESPONDENCE DATA			
Fax Number:	(312)207-6400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Howard Rockman		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Howard Rockman		
Signature:	/Howard Rockman/		
Date:	07/06/2007		

TRADEMARK

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Total Attachments: 7

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EXECUTION VERSION

ASSIGNMENT AND CONCURRENT USE AGREEMENT

This ASSIGNMENT AND CONCURRENT USE AGREEMENT (this "Agreement") is effective this 23rd day of November, 2005, (the "Effective Date"), by and among Swank Trademark LLC ("Assignor"), Swank Motion Pictures, Inc. ("Parent") and Swank Audio Visuals, LLC ("Assignee").

WITNESSETH

WHEREAS Assignor is the owner of U.S. Trademark Registration No. 2,558,234 for SWANK AUDIO VISUALS and DESIGN, U.S. Trademark Registration No. 2,558,551 for PARTNER SWANK AUDIO VISUALS, and U.S. Trademark Registration No. 1,426,018 for SWANK STAGE LIGHTING SERVICES (the "Assigned Trademarks"), the domain names swankav.com, swankavlistens.com, swankaudiovisuals.com and swankeventservices.com (collectively, the "Assigned Domain Names"), and the trade name Swank Audio Visuals, the trade name Swank Audio Visuals, LLC, the trade name Swank Audio Visuals of Arizona, the trade name Swank Audio Visuals of Arizona, Inc., the trade name Swank A-V, LLC, the trade name Swank A-V, the trade name Swank Audio Visuals of Canada, the trade name Swank Audio Visuals de Mexico, S.R.L. de C.V., and the trade name Swank Audio Visuals of Puerto Rico, LLC and all unregistered trademarks corresponding to the foregoing trade names (collectively, the "Assigned Trade Names" and together with the Assigned Trademarks and Assigned Domain Names, the "Assigned Intellectual Property");

WHEREAS, Assignor and Assignee are parties to a certain MASTER ACQUISITION AGREEMENT dated as of even date herewith (the "Master Acquisition Agreement"), which provides for, among other things, the assignment of the Assigned Intellectual Property from Assignor to Assignee, pursuant to this Agreement;

WHEREAS, Assignee is a successor to the portion of the business of Assignor to which the Assigned Intellectual Property pertains, which business is ongoing and existing, and desires to acquire all right, title and interest in the Assigned Intellectual Property, and all goodwill associated therewith, and all applications, registrations, and common law rights therein;

WHEREAS Assignee desires to acquire, and Assignor is willing to transfer to Assignee the Assigned Intellectual Property solely in connection with (i) providing audio visual rental equipment and associated technical services, including event services, to hotels, conference centers, convention centers and resorts, (ii) management of business center activities for hotels, conference centers, convention centers and resorts, (iii) providing corporate, association and religious and other group or individual customers with audio visual equipment and associated technical services and (iv) providing event planning and event coordination services in hotels, conference centers, convention centers and resorts (but not in connection with the SMP Business) (collectively, the "Business"), including any and all goodwill associated therewith, as well as all other rights associated with the portion of the ongoing and existing business to which the Assigned Intellectual Property pertained. For purposes of this Agreement, the "SMP Business" means the business of (i) acting as a distributor and a public performance licensing agent in non-theatrical markets of full-length feature and short-form entertainment, including without limitation college

campuses, cruise lines, correctional facilities, hospitals, military medical facilities, motor coach line operators, schools, public libraries, general recreation facilities, ferries and clinics, (ii) delivering educational and training information via video cassettes or any digital format, the internet or the web or any other distribution technology and (iii) providing audio visual equipment solely in connection with items (i) and (ii);

WHEREAS Assignor is also the owner of U.S. Trademark Registration No. 0964840 for SWANK, U.S. Trademark Registration No. 2853401 for SWANK LEARNING MANAGEMENT SYSTEMS, and U.S. Trademark Registration No. 2006907 for SWANK HEALTHCARE SERVICES (the "Swank Trademarks"), the domain name swank.com (collectively, the "Swank Domain Names"), and the trade name Swank Motion Pictures, Inc. and all unregistered trademarks corresponding to the foregoing trade name (the "Swank Trade Names" and together with the Swank Trademarks and Swank Domain Names, the "Swank Intellectual Property") which Assignor has used and is continuing to use in connection with products and services in areas other than the Business, including, but not limited to, the SMP Business; and

WHEREAS Assignor and Assignee have examined the marketplace comprising such Business and the SMP Business, and desire to avoid any potential for likelihood of confusion among the public and relevant consumers with regard to their respective uses of the Swank Intellectual Property and the Assigned Intellectual Property;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the MASTER ACQUISITION AGREEMENT and other good and valuable consideration paid to Assignor and Parent, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in all of the world, in, to and under said Assigned Intellectual Property, together with the goodwill of the business symbolized by the Assigned Intellectual Property and the registrations therefor, all applications, registrations and common law rights therefor and thereto, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Assigned Intellectual Property, as part of the entire business or portion thereof to which the Assigned Intellectual Property pertains as required by 15 U.S.C. § 1060. In no event shall the words "Tim Swank, President" be considered part of the Assigned Intellectual Property.

1. Assignor and Parent hereby agree to execute, acknowledge and deliver any and all documents as may be necessary to make a record with any and all government agencies, authorities, courts, tribunals, domain name registrars, or third parties, of the fact that Assignee owns all right, title and interest in and to the Assigned Intellectual Property, and any and all goodwill associated therewith, that neither Assignor nor Parent has any right, title or interest, of any kind or nature, in or to the Assigned Intellectual Property, and that Assignee is the successor to the business of Assignor or its affiliates, or the portion thereof, to which the Assigned Intellectual Property pertains.

2. Assignee, on behalf of itself, and any and all of its parent companies, subsidiaries, divisions, affiliates, related companies, and each of its and their respective officers, directors, employees, agents, representatives, successors, and assigns (the "Assignee Parties"), does hereby agree to limit its and their use of the Assigned Intellectual Property, and any variations and/or derivations thereof, in the future solely to the Business. Additionally, the Assignee Parties represent and warrant that they will not use the Assigned Intellectual Property on or in connection with any goods or services of any kind other than in the Business.

3. The Assignee Parties agree, represent, and warrant, that they will not modify, alter, amend, and/or otherwise change the form of any of the Assigned Intellectual Property, except that they may freely (i) change the font, typeface, text style, text size, color, location and order of the individual component words of the Assigned Intellectual Property, (ii) use the Assigned Trade Names without the corresponding corporate or company designation, and (iii) modernize, alter or modify the design elements of the Assigned Intellectual Property in a manner that is not confusingly similar to any design element used in a trademark or service mark of Assignor or an affiliate of Assignor. Except as explicitly authorized under this Assignment and Concurrent Use Agreement, Assignee shall not choose, use, apply for the registration of, or cause the filing of an application for the registration of, any trade name, trademark, service mark, design mark, domain name, or the like, that (a) contains the name "Swank" or any confusingly similar name, and (b) is identical to, or likely to be regarded as confusingly similar to, any or all of the Swank Intellectual Property. Notwithstanding anything herein to the contrary, Assignee may freely use, apply for the registration or protection of, and exercise any and all rights with respect to, any trade name, trademark, service mark, design mark or domain name that does not contain the name "Swank" or any other confusingly similar name.

4. Each of Assignor and Parent on behalf of itself, and any and all of their parent companies, subsidiaries, divisions, affiliates, related companies, and each of their respective officers, directors, employees, agents, representatives, successors, and assigns (the "Assignor Parties") shall not use (i) any of the Swank Intellectual Property, or (ii) any trade name, trademark, service mark, design mark, domain name or the like that contains the name "Swank" or any other confusingly similar name in connection with the Business; provided that nothing contained herein shall be deemed to prohibit Parent or its affiliates from conducting the SMP Business and using the Swank Intellectual Property in connection therewith.

5. The parties acknowledge and agree that they believe that the limitations set forth herein as to their respective rights should prevent any likelihood of confusion, mistake or deception as to the source of the parties' respective services or products. However, should either party become aware of any alleged and/or actual instances of confusion, they hereby agree to cooperate and consult with one another, in good faith, to assess and address any such instances of alleged or actual confusion. The provisions of Section 9.8 of the Master Acquisition Agreement are hereby incorporated by reference.

6. The parties to this Assignment and Concurrent Use Agreement may each apply for state or federal registration of their respective rights, so long as such applications do not seek registration of marks or rights in conflict with the provisions of this Assignment and Concurrent Use Agreement, and so long as such registrations do not grant rights in conflict with the

provisions of this Assignment and Concurrent Use Agreement. Should any party to this Assignment and Concurrent Use Agreement believe that such an application or registration violates the terms or provisions of the Assignment and Concurrent Use Agreement, registration of the applied for mark may be opposed, or its cancellation sought, without violating this Assignment and Concurrent Use Agreement. Notwithstanding the foregoing, (i) the parties acknowledge and agree that the applications and registrations of the Assigned Intellectual Property or Swank Intellectual Property that were pending or issued as of the Effective Date do not conflict with or violate the terms or provisions of this Assignment and Concurrent Use Agreement, and (ii) neither party shall oppose, contest, challenge or seek cancellation of any application or registration of any Assigned Intellectual Property or Swank Intellectual Property that was pending or issued as of the Effective Date.

7. The Assignor Parties acknowledge and agree that Assignee's use of the Assigned Intellectual Property in accordance with this Assignment and Concurrent Use Agreement does not and will not violate any of the Assignor Parties' claimed rights in the Swank Intellectual Property or any other intellectual property rights or proprietary rights owned by Assignor or its affiliates, under any legal theory. The Assignor Parties shall not in any way object to, contest or challenge such use by Assignee. Notwithstanding the foregoing, if any Assignor Party objects to, contests or challenges any use of the Assigned Intellectual Property by Assignee in connection with the Business, then Assignee shall have the right to raise or assert any and all defenses, arguments, objections and challenges under the law.

8. Any notice or communication required or permitted to be sent under this Assignment and Concurrent Use Agreement shall be duly made and shall be valid and effective only if in writing and sent by facsimile, with a confirmation copy by mail, by registered or certified mail, or by recognized public courier:

(a) if to Assignor or Parent: Swank Trademark, LLC
c/o Swank Motion Pictures, Inc.
201 South Jefferson Avenue
St. Louis, Missouri 63103-2579
Telephone: 314-289-2130
Fax: 314-289-0404
Attention: Timothy K. Swank

With copy to: Bryan Cave LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
Telephone: (314) 259-2000
Fax: (314) 259-2020
Attention: William F. Seabaugh

(b) if to Assignee: Swank Audio Visuals, LLC
c/o American Capital Strategies, Ltd.
5775 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606
Telecopy: (312) 454-0600
Attention: Managing Director

With copy to: Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, IL 60601
Telephone: (312) 861-2000
Telecopy: (312) 861-2200
Attention: Richard W. Porter, P.C.

9. Except with respect to those agreements and understandings set forth in the Master Acquisition Agreement, this Assignment and Concurrent Use Agreement sets forth the entire agreement and understanding between the parties and supersedes and terminates all prior agreements and understandings between the parties relating in any way to the transfer and use of the Assigned Intellectual Property, the Swank Intellectual Property, or any other subject matter contained herein, and merges all prior discussions between the parties relating to the subject matter of this Assignment and Concurrent Use Agreement. This Assignment and Concurrent Use Agreement may not be amended or modified except by written instrument, signed by the party against whom such modification or amendment is to be enforced.

10. If any provision of this Assignment and Concurrent Use Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11. Each party shall provide to the other party, at its request, reasonable cooperation and assistance (including the execution and delivery of any documentation) as necessary to effect the terms of this Assignment and Concurrent Use Agreement.


12. This Assignment and Concurrent Use Agreement is binding upon the parties hereto and their successors and assigns.

13. This Assignment and Concurrent Use Agreement constitutes a contract made under the laws of the State of Missouri, and shall be interpreted and construed in accordance with such laws. The parties agree that any and all disputes arising under this Assignment and Concurrent Use Agreement and/or relating to the use of any marks covered herein shall be brought only in federal court in the Eastern District of Missouri.

14. This Assignment and Concurrent Use Agreement is being signed in multiple copies. Each copy shall be considered an original for all purposes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment and Concurrent Use Agreement to be executed as of the Effective Date.

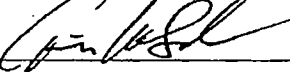
SWANK TRADEMARK, LLC

By: 

Swank Motion Pictures, Inc.
Name: as sole member

Title: President of Swank Motions Pictures, Inc.

SWANK MOTION PICTURES, INC.

By: 

Name: Timothy K. Swank

Title: President

SWANK AUDIO VISUALS, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment and Concurrent Use Agreement to be executed as of the Effective Date.

SWANK TRADEMARK, LLC

By: _____

Name: _____

Title: _____

SWANK MOTION PICTURES, INC.

By: _____

Name: _____

Title: _____

SWANK AUDIO VISUALS, LLC

By: SAV HOLDINGS, INC.

Its: Manager

By: 

Name: L. Thomas Gregory

Title: _____