

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Assignment pursuant to the Second Lien Credit Agreement dated as of August 24, 2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Swank Audio Visuals, L.L.C.		08/24/2007	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Composed Of:	COMPOSED OF as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for Lenders
Street Address:	2 Bethesda Metro Center
Internal Address:	14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2558234	SWANK AUDIO VISUALS
Registration Number:	2558551	PARTNER SWANK AUDIO VISUALS
Serial Number:	77036488	FLAWLESS EXECUTION
Serial Number:	77145016	WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS
Serial Number:	77150566	WE PROVIDE CREATIVITY, CONFIDENCE AND COMFORT BY DELIVERING FLAWLESS EXECUTION ON EVERY EVENT WITH A HOSPITALITY APPROACH. WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS.
Serial Number:	77195877	FLEX 7
Serial Number:	78910958	YOUR RISK FREE FORMULA FOR SUCCESSFUL MEETINGS AND EVENTS

OP \$215.00 2558234

Serial Number:

78910969

PARTNER AUDIO VISUAL EXCELLENCE

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.758.3552

Email: dcollins@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

011107.0210

NAME OF SUBMITTER:

Darren W. Collins

Signature:

/Darren W Collins/

Date:

08/27/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2007 (this "*Agreement*"), is made by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of American Capital Financial Services, Inc. ("*ACFS*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 24, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders from time to time party thereto and ACFS, as Agent for the Lenders, and the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the "*Trademark Collateral*"):

- (a) all of its U.S. registered Trademarks, any applications therefor, and all IP Licenses providing for the grant by or to such Grantor of any right under any such Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. The laws of the State of Maryland shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

Section 9. Intercreditor Agreement Controls. This Agreement and the Lien on and security interest in the Trademark Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Intercreditor Agreement, as more particularly described therein. Prior to the Termination of all First Lien Obligations (as defined in the Intercreditor Agreement):

A. No Grantor shall be obligated (and the First Lien Agent and the Agent shall not be entitled) to take, or fail to take, any action to the extent that such action, or failure to take such action, would be prohibited by, or would in any way conflict with, the Intercreditor Agreement.


B. In the event of a direct conflict between the terms and provisions of this Agreement and the terms and provisions of that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Trademark Security Agreement*") dated of even date herewith, by and among the Grantors and the First Lien Agent, it is the intention of the Grantors, the First Lien Agent and the Agent that such provisions shall be read together and construed, to the fullest extent possible, to be in concert with each other; provided, however, in the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the First Lien Trademark Security Agreement shall control and, in such case, no Grantor shall be in breach of its obligations under this Agreement as a result of complying with the terms and provisions of the First Lien Trademark Security Agreement; provided that, notwithstanding the foregoing, nothing contained in this Section 9(B) shall limit or otherwise adversely affect the grant of a Lien on or a security interest in the Trademark Collateral under this Agreement.

C. The Agent acknowledges and agrees that the exercise of all rights and remedies hereunder in respect of the Trademark Collateral shall be considered "Enforcement Actions" as defined in the Intercreditor Agreement, subject to the terms thereof.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

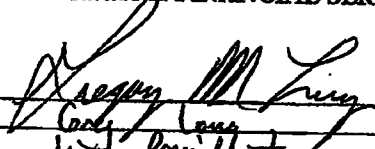
Very truly yours,

SWANK AUDIO VISUALS, L.L.C.
as Grantor

By: 
Name: EDWARD M. LHEE
Title: VICEPRESIDENT AND REG. SECY

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.
as Agent

By: 
Name: Gregory M. Linn
Title: Vice President

Trademark Security Agreement
437040

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

GRANTOR	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Swank Audio Visuals, L.L.C.	SWANK AUDIO VISUALS and Design	2,558,234	4/9/02
Swank Audio Visuals, L.L.C.	PARTNER SWANK AUDIO VISUALS	2,558,551	4/9/02

2. TRADEMARK APPLICATIONS

GRANTOR	TRADEMARK	APPLICATION NO.	APPLICATION DATE
Swank Audio Visuals, L.L.C.	Flawless Execution	77/036,488	11/3/06
Swank Audio Visuals, L.L.C.	We transform ordinary meetings into extraordinary events	77/145,016	3/30/07
Swank Audio Visuals, L.L.C.	We provide creativity, confidence and comfort by delivering flawless execution on every event with a hospitality approach. We transform ordinary meetings into extraordinary events.	77/150,566	4/6/07
Swank Audio Visuals, L.L.C.	Flex 7	77/195,877	6/1/07
Swank Audio Visuals, L.L.C.	Your risk free formula for successful meetings and events	78/910,958	6/19/06
Swank Audio Visuals, L.L.C.	Partner audio visual excellence	78/910,969	6/19/06