

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-------------------------------------|
| Production Resource Group, L.L.C. | | 08/14/2007 | LIMITED LIABILITY COMPANY: DELAWARE |
| Production Resource Group, Inc. | | 08/14/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Goldman Sachs Credit Partners, L.P., as Administrative Agent |
| Street Address: | 85 Broad Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| Entity Type: | LIMITED PARTNERSHIP: BERMUDA |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 3223492 | AUTOPAR |
| Registration Number: | 1525496 | COLOURMAG |
| Registration Number: | 2988943 | |
| Registration Number: | 2848666 | |
| Registration Number: | 2206367 | |
| Registration Number: | 2607861 | ENTOLO |
| Registration Number: | 2595593 | FOURTH PHASE |
| Registration Number: | 2564444 | FOURTH PHASE |
| Registration Number: | 2168968 | ICON MINI |
| Registration Number: | 2263939 | LIGHT & SOUND DESIGN |
| Registration Number: | 3000710 | LIGHT SOUND DESIGN FOURTH PHASE |
| Registration Number: | 2986255 | M BOX |
| Registration Number: | 2990374 | MBOX |

OP \$615.00 3223492

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|----------------------|----------|-----------------------|
| Registration Number: | 3175508 | MBOX EXTREME |
| Registration Number: | 2583014 | PRG |
| Registration Number: | 2328562 | STAGE COMMAND |
| Registration Number: | 2611989 | VIRTUOSO |
| Registration Number: | 2440111 | VLPS |
| Registration Number: | 2206370 | WESTSUN |
| Registration Number: | 2322675 | WESTSUN SHOW SYSTEMS |
| Registration Number: | 1846659 | ICON |
| Registration Number: | 2101893 | INTELLI-DRIVE |
| Registration Number: | 1733960 | STAGE COMMAND SYSTEMS |
| Serial Number: | 77078897 | ICON |

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 022411-0840 |
| NAME OF SUBMITTER: | Anna T Kwan |
| Signature: | /Anna T Kwan/ |
| Date: | 09/19/2007 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time) (this "Agreement"), dated as of August 14, 2007, is entered into by **Production Resource Group, L.L.C.**, a Delaware limited liability company, and **Production Resource Group, Inc.**, a Delaware corporation (together, the "Grantors"), in favor of **Goldman Sachs Credit Partners, L.P.**, as Administrative Agent for the Secured Parties ("Administrative Agent").

WHEREAS, Grantors, the lenders or other financial institutions or entities party thereto from time to time, Administrative Agent, and certain other parties as named therein have entered into that certain Credit Agreement, dated as of August 14, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement").

WHEREAS, it is a condition under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee & Collateral Agreement, dated as of August 14, 2007, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under:

(a) all of the following now owned or hereafter acquired by any Grantor (i) all trademarks, service marks, trade names, corporate names, internet domain names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, but not limited to, the registrations and applications referred to in Schedule A hereto, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) the right to sue, or otherwise recover, for any and all past, present and future infringements, misappropriations, dilutions, or other violations of any of the foregoing, (v) all Proceeds of the foregoing,

including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever accruing thereunder.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Administrative Agent and the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the provisions contained herein and the provisions contained in the Security Agreement, the provisions contained in the Security Agreement shall control.

SECTION 4. RECORDATION. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. AMENDMENTS IN WRITING. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the affected Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.05 of the Credit Agreement.

SECTION 6. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

PRODUCTION RESOURCE GROUP, L.L.C.

By: *Robert Manners*
Name: Robert Manners
Title: Executive Vice President and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New York*)
) ss.
COUNTY OF *New York*)

On this *14th* day of August, 2007 before me personally appeared *Robert Manners*, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Brenda K. Hart
Notary Public

{seal}

BRENDA K. HART
NOTARY PUBLIC, State of New York
No. 018A6135327
Qualified in New York County
Commission Expires Oct. 17, 2009

PRODUCTION RESOURCE GROUP INC.

By: Robert Manners
Name: Robert Manners
Title: Executive Vice President and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

On this 14th day of August, 2007 before me personally appeared Robert Manners, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

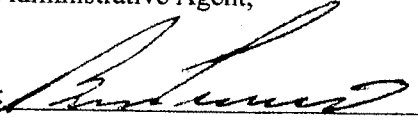
Brenda K. Hart
Notary Public

{seal}

BRENDA K. HART
NOTARY PUBLIC, State of New York
No. 018A6135327
Qualified in New York County
Commission Expires Oct. 17, 2009

ADMINISTRATIVE AGENT

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Administrative Agent,

By: 

Name:







Title: BRUCE H. MENDELSON
AUTHORIZED SIGNATORY


TRADEMARK

REEL: 003624 FRAME: 0640

TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Applications and Registrations

| Trademark | App. No. App. Date | Reg. No. Reg. Date | Status |
|---|-------------------------|------------------------|------------|
| AUTOPAR | 78672909 18-JUL-2005 | 3223492 27-MAR-2007 | Registered |
| COLOURMAG  | 73711488 21-MAR-1988 | 1525496 21-FEB-1989 | Registered |
| Design Only  | 78276406 19-JUL-2003 | 2988943 30-AUG-2005 | Registered |
| Design Only  | 76441073 16-AUG-2002 | 2848666 01-JUN-2004 | Registered |
| Design Only  | 75165163 13-SEP-1996 | 2206367 01-DEC-1998 | Registered |
| ENTOLO | 75747443 02-JUL-1999 | 2607861 13-AUG-2002 | Registered |
| FOURTH PHASE  | 76115376 24-AUG-2000 | 2595593 16-JUL-2002 | Registered |
| FOURTH PHASE | 76047024 15-MAY-2000 | 2564444 23-APR-2002 | Registered |
| ICON  | 74431467 31-AUG-1993 | 1846659 26-JUL-1994 | Renewed |
| ICON | 77078897 09-JAN-2007 | | Pending |
| ICON MINI | 75182875 17-OCT-1996 | 2168968 30-JUN-1998 | Registered |
| INTELLI-DRIVE | 74680040 25-MAY-1995 | 2101893 30-SEP-1997 | Renewed |
| LIGHT & SOUND DESIGN | 75182856 17-OCT-1996 | 2263939 27-JUL-1999 | Registered |
| LIGHT SOUND DESIGN FOURTH PHASE  | 78276407 19-JUL-2003 | 3000710 27-SEP-2005 | Registered |
| M BOX  | 78271809 08-JUL-2003 | 2986255 16-AUG-2005 | Registered |

| Trademark | App. No. App. Date | Reg. No. Reg. Date | Status |
|--|-------------------------------|-------------------------------|---------------|
| MBOX | 78271803 08-JUL-2003 | 2990374 30-AUG-2005 | Registered |
| MBOX EXTREME | 78668314 12-JUL-2005 | 3175508 21-NOV-2006 | Registered |
| PRG  | 75829603 22-OCT-1999 | 2583014 18-JUN-2002 | Registered |
| STAGE COMMAND | 75585113 09-NOV-1998 | 2328562 14-MAR-2000 | Registered |
| STAGE COMMAND SYSTEMS | 74056980 08-MAY-1990 | 1733960 17-NOV-1992 | Renewed |
| VIRTUOSO | 76195000 17-JAN-2001 | 2611989 27-AUG-2002 | Registered |
| VLPS | 75746703 08-JUL-1999 | 2440111 03-APR-2001 | Registered |
| WESTSUN | 75165798 13-SEP-1996 | 2206370 01-DEC-1998 | Registered |
| WESTSUN SHOW SYSTEMS | 75142580 31-JUL-1996 | 2322675 29-FEB-2000 | Registered |