TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		09/27/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1600 John F. Kennedy Blvd.
Internal Address:	Four Penn Center, Suite 1100
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2658199	CHANGING THE FACE2FACE EXPERIENCE
Registration Number:	2853498	SPARKSLINK
Registration Number:	2778028	SPARKSTRACK
Registration Number:	2806662	SPARKSPORT
Registration Number:	2862545	SPARKSGAP
Registration Number:	2857853	SPARKS EXHIBITS & ENVIRONMENTS
Registration Number:	2964888	SPARKS

OP $190.00 2658199

CORRESPONDENCE DATA

Fax Number: (215)568-6499

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

Phone: 215-568-6400

Email: ptomail@volpe-koenig.com, jjo@volpe-koenig.com, LMcGuinness@volpe-koenig.com

Correspondent Name:	John J. O'Malley
Address Line 1:	30 S. 17th Street, Suite 1600
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	SEE2-1A
NAME OF SUBMITTER:	John J. O'Malley
Signature:	/John J. O'Malley/
Date:	11/19/2007

Total Attachments: 2
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ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated: As of September 27, 2005

Reference is made to the Loan and Security Agreement dated as of February 6, 2004 as amended (the "Credit Agreement") between GENERAL ELECTRIC CAPITAL CORPORTTION a Delaware corporation, (the "Assignor") and SPARKS EXHIBITS & ENVIRONMENT CORP., a Pennsylvania corporation ("Leading Borrower"), SPARKS EXHIBITS & ENVIRONMENTS, LTD., a California corporation ("Second Borrower"), SPARKS EXHIBITS & ENVIRONMENTS, INC., a Georgia corporation ("Third Borrower"), and SPARKS CUSTOM RETAIL LLC (formerly known as DMS STORE FIXTURES LLC), a Pennsylvania limited liability company ("Fourth Borrower"); (Leading Borrower, Second Borrower, Third Borrower and Fourth Borrower being sometimes collectively referred to as "Borrowers" and each a "Borrower"). Terms defined in the Credit Agreement are used herein with the same meanings. The Assignor and BANK OF AMERICA, N.A., a national banking association (the "Assignee") hereby agree as follows:

1. The Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby accepts and assumes from the Assignor, a 100% interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the Effective Date (as defined below).

2. The Assignor represents and warrants to the Assignee that **(i)** it is the legal and beneficial owner of the interest being assigned hereby free and clear of any adverse claim and **(ii)** it is legally authorized to enter into this Assignment and Assumption Agreement.

3. The Assignor **(i)** makes no representation or warranty (except those set forth above) and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document, or any other instrument or document furnished pursuant thereto; and **(ii)** makes no representation or warranty, and assumes no responsibility, with respect to the financial condition of the Borrower or the performance or observation by the Borrower of any of its obligations under the Credit Agreement, or any other Loan Document, or any other instrument or document furnished pursuant thereto.

4. The Assignee **(i)** confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed necessary to make its own credit analysis and decision to enter into this Assignment and Assumption Agreement; **(ii)** agrees that it will, independently and without reliance upon the Assignor, or any other person or entity, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; **(iii)** agrees that it will perform, in accordance with their terms, all of the obligations which by the terms of the Credit Agreement are required to be performed by it.

5. The effective date of this Assignment and Assumption Agreement shall be September 27, 2005 (the "Effective Date").

6. From and after the Effective Date **(i)** the Assignee shall be a party to the Credit Agreement and, to the extent rights and obligations have been transferred to it by this Agreement, shall have the rights and obligations of the lender thereunder; and **(ii)** the Assignor shall, to the extent its rights and obligations have been transferred to the Assignee by this Agreement, relinquish its rights and be released from its obligations under the Credit Agreement. The Assignor shall, upon the Effective Date, endorse without recourse, representation or warranty such Notes as it may be holding pursuant to the Credit Agreement to the order of the Assignee.

7. From and after the Effective Date the Assignor shall hold in trust all payments it receives in respect of the interest assigned hereby and shall promptly remit such payments to the Assignee.

8. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws applicable to the Credit Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their respective officers thereunto duly authorized, as of the first date written above.

GENERAL ELECTRIC CAPITAL CORPORATION
As Assignor

By: Jean K. Ben

Its VP, BD Risk

BANK OF AMERICA, N.A.
As Assignee

By: Seth Benefield

Its Vice President

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