

**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
Audio Visual Innovations, Inc.		04/17/2008	CORPORATION: FLORIDA
AVI Rental Services Division, L.L.C.		04/17/2008	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

Name:	Manufacturers and Traders Trust Company
Street Address:	25 S. Charles Street
Internal Address:	12th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2441852	AV MARKETPLACE
Registration Number:	2368038	AVI AUDIO VISUAL INNOVATIONS YOUR SOURCE FOR BEING SEEN AND HEARD.
Registration Number:	2368037	AVI
Registration Number:	2370454	PROJECTOR PEOPLE
Registration Number:	3158087	SCALE
Registration Number:	3026288	GIG-A-BOX

**CORRESPONDENCE DATA**

Fax Number: (202)842-8465  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-842-8800  
 Email: dctrademarks@dbr.com  
 Correspondent Name: Amy E. Carroll

OP \$165.00 2441852

Address Line 1: 1500 K Street, N.W.  
Address Line 2: Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-415264
NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	09/04/2008

**Total Attachments: 6**  
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PATENT AND TRADEMARK AGREEMENT

This PATENT AND TRADEMARK AGREEMENT is made as of April 17, 2008, by and among AUDIO VISUAL INNOVATIONS, INC., a Florida corporation (“AVI”) and AVI RENTAL SERVICES DIVISION, L.L.C., a Florida limited liability company (together with AVI, and any other Person that becomes a party to the Security Agreement (as referenced and defined below), together with their successors and permitted assigns, collectively, “Assignors”) and MANUFACTURERS AND TRADERS TRUST COMPANY, with an office at 25 S. Charles Street, 12<sup>th</sup> Floor, Baltimore, MD 21201, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “Assignee”) and is made pursuant to the Security Agreement dated as of the date hereof, by and among Assignors and Assignee (the “**Security Agreement**”).

WHEREAS, Assignors are the owners of certain patents and/or patent applications, including those listed on Exhibit 1 hereto (the “**Patents**”); and

WHEREAS, Assignors are the owners of certain registered trademarks, including registrations and/or pending applications therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those trademarks listed on Exhibit 1 hereto (the “**Marks**,” which, together with the Patents and the other items defined as “Intellectual Property” in the Credit Agreement shall be collectively referred to hereinafter as the “**Intellectual Property**”); and

WHEREAS, Assignors, Assignee and certain Lenders (as defined in the Credit Agreement) entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the

“**Credit Agreement**”), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to the Assignors on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Intellectual Property and all Proceeds (as defined in the Security Agreement) thereof and Assignors are willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Intellectual Property and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignors hereby pledge and grant to Assignee a security interest and lien in and to the Intellectual Property and all Proceeds thereof and give notice of such security interest and the existence of the Security Agreement providing therefor.

*[Signature Page Follows]*

Executed as of the date first above written.

Assignors:

AUDIO VISUAL INNOVATIONS, INC.

By 

Name: Nicholas Yancich  
Title: Chief Financial Officer

AVI RENTAL SERVICES DIVISION, L.L.C.

By 

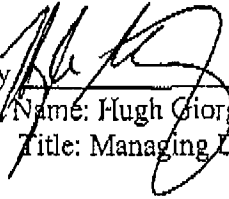
Name: Nicholas Yancich  
Title: Chief Financial Officer

*[Signature Page of Patent and Trademark Agreement]*

PHTRANS497417

Assignee:

MANUFACTURERS AND TRADERS  
TRUST COMPANY, in its capacity as Agent

By  \_\_\_\_\_  
Name: Hugh Giorgio  
Title: Managing Director




*[Signature Page of Patent and Trademark Agreement]*

EXHIBIT 1 TO PATENT AND TRADEMARK AGREEMENT

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Country</b>	<b>Patent No. Issue Date</b>	<b>Pub. No./ Pub. Date</b>	<b>Applic. No./ Filing Date</b>	<b>Expiration Date</b>	<b>Owner</b>
Projection system	U.S.	6736516 05/18/2004	20040085520 05/06/2004	10/288242 11/05/2002	11/05/2022	Audio Visual Innovations, Inc.
Projection system	U.S.	7,290,888 11/06/2007	20050270497 12/08/2005	11/143,053 06/02/02005	02/15/2025	Audio Visual Innovations, Inc.

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Grantor</b>
SCALE	U.S.	78/753271 11/14/2005	3158087 10/17/2006	Audio Visual Innovations, Inc.
PROJECTOR PEOPLE	U.S.	75/648858 02/26/1999	2370454 07/25/2000	Audio Visual Innovations, Inc.
AVI Design 	U.S.	75/643079 02/16/1999	2368037 07/18/2000	Audio Visual Innovations, Inc.
AVI AUDIO VISUAL INNOVATIONS YOUR SOURCE FOR BEING SEEN AND HEARD Design 	U.S.	75/643080 02/16/1999	2368038 07/18/2000	Audio Visual Innovations, Inc.
AV MARKETPLACE Design  Marketplace	U.S.	75/632,971 02/04/1999	2441852 04/10/2001	Audio Visual Innovations, Inc.
GIG-A-BOX	U.S.	76/626144 12/27/2004	3026288 12/13/2005	AVI Rental Services Division, L.L.C.