

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
Hospitality Partners, LLC		05/27/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Freeman Capital Company		
Street Address:	1600 Viceroy		
Internal Address:	Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75266		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2917266	A V T	
Registration Number:	2879165	AVT	
Registration Number:	2852647	A V T AUDIOVISUAL TECHNIQUES	
Serial Number:	77513702	AVT EVENT TECHNOLOGIES	
Serial Number:	77496729	ICOMPENDIUM	
Serial Number:	77495593	PRESENTATION TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-607-3500		
Email:	trademarkdnvr@faegre.com		
Correspondent Name:	Joshua A. Smith		
Address Line 1:	1700 Lincoln Street		

OP \$165.00 2917266

Address Line 2: 3200 Wells Fargo Center
Address Line 4: Denver, COLORADO 80203-4532

ATTORNEY DOCKET NUMBER: 56164-374411

NAME OF SUBMITTER: Joshua A. Smith

Signature: /Joshua A. Smith/

Date: 06/04/2009

Total Attachments: 10

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) is made and is effective as of the 6th day of February, 2009, by Hospitality Partners, LLC, an Illinois limited liability company, having its principal offices at 1500 West Shure Drive, Suite 175, Arlington Heights, Illinois 60004 (“**Assignor**”) in favor of Freeman Capital Company, a Nevada corporation having offices at 1600 Viceroy, Suite 100., Dallas, Texas 75266 (“**Assignee**”).

WHEREAS, HP Acquisition, Inc., a Texas corporation and a sister company of the Assignee (the “**Buyer**”), and all of the members of the Assignor have entered into that certain Membership Interest Purchase Agreement, dated as of February 6, 2009 (the “**Purchase Agreement**”), by and among the Buyer; Freeman Audio Visual Solutions, Inc., a Texas corporation (the “**Parent**”); and The Martin Kwitschau Revocable Trust dated July 18, 1997, The Edmund A. Eisenberg Revocable Trust dated July 18, 1997, The Burton N. Stone Revocable Trust dated June 3, 1999, The Stone Family Trust dated June 3, 1999, Jaclyn R. Eisenberg, Jennifer R. Eisenberg, Emily B. Eisenberg, Burton N. Stone, Stuart Silver, Andrew D. Nichols, Jon Zilligen and Bryan Batts, being all of the members of the Assignor (each a “**Seller**”); Martin Kwitschau and Edmund A. Eisenberg, each in their individual capacity (also each a “**Seller**” and collectively with the members of the Assignor, the “**Sellers**”); and in his capacity as the “**Sellers’ Representative**” (as defined in the Purchase Agreement”), Edmund A. Eisenberg;

WHEREAS, upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor’s right, title and interest in and to all of the Intellectual Property of each Subject Company (as such terms are defined in the Purchase Agreement); and

WHEREAS, Assignee has agreed to acquire the Intellectual Property of the Subject Companies.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties provide and agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment of IP.** Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee all of Assignor’s right, title, and interest in and to the Intellectual Property of the Subject Companies, together with all renewals and extensions of such Intellectual Property that may be obtained under the Laws now or hereafter in force and effect in the United States of America and any other country or countries, more specifically but without limitation:

A. The trademarks, service marks, trade names, identifying symbols, designs, product names, company names, slogans, logos or insignia, whether registered or unregistered with the United States Patent and Trademark Office (the “**PTO**”), which are utilized to identify the Assignor’s services, or to market or sell the Assignor’s services (the “**Trademarks**”), including

without limitation, the Trademarks set forth on Exhibit A and all common law rights, applications and registrations therefor, and all goodwill associated therewith; and

B. Those certain domain names used by the Assignor in its operation or in the marketing or sale of the Assignor's services (the "**Domain Names**"), including those domain names set forth on Exhibit B attached hereto.

3. Regulatory Authorities. Assignor hereby authorizes the Commissioner of Trademarks of the United States and other empowered officials of the relevant trademark offices (including the PTO), domain name registrars, copyright offices, and other governmental or regulatory authorities to record the transfer of the Intellectual Property of the Subject Companies to Assignee as assignee of Assignor's entire right, title and interest therein, and to issue all future registrations and other rights relating to the Trademarks, Domain Names and other Intellectual Property of the Subject Companies to Assignee.

4. Further Assurances. Assignor shall execute any additional documents reasonably requested by Assignee at any time in the future to enable Assignee to protect, perfect, enforce, or otherwise secure Assignee's rights in, and/or ownership of, the Trademarks, the Domain Names and other Intellectual Property of the Subject Companies.

5. Controlling Document. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Assignor and Assignee, and their representatives, successors and permitted assigns, in accordance with the terms of the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

HOSPITALITY PARTNERS LLC

By: 

Name: Edmund A. Eisenberg

Title: Executive Vice President and
Chief Financial Officer

STATE OF Illinois)

COUNTY OF Cook) ss.:

On this 27 day of May, 2009, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named Edmund A. Eisenberg to me personally known, who stated that he is the Executive Vice President and Chief Financial Officer of Hospitality Partners, LLC and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the corporation, and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 27 day of May, 2009.

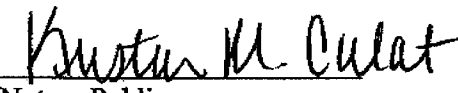

Notary Public



Exhibit A

Trademarks

For the "word" mark AVT:

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
AVT	United States	2,917,266	07/24/2003	Registered

For the "design" mark AVT:

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
AVT	United States	2,879,165	12/09/2002	Registered

For the "word" mark AVT Audiovisual Techniques:

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
AVT Audiovisual Techniques	United States	2,852,647	10/28/2002	Registered

For the "word" mark AVT Event Technologies:

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
AVT Event Technologies	United States	77,513,702	07/02/2008	Application filed and published

For the "word" mark iCompendium:

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
iCompendium	United States	77,496,729	06/11/2008	Application filed and published

For the "word" mark Presentation Technologies:

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
Presentation Technologies	United States	77,495,593	06/11/2008	Application filed

Exhibit B

Domain Names

1) **Domain Name:** avct.org

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 12/19/2011

Record created on 12/19/2000

Database last updated on 5/23/2008

Domain servers:

NS2.MYDYNDNS.ORG

NS3.MYDYNDNS.ORG

NS4.MYDYNDNS.ORG

NS5.MYDYNDNS.ORG

DNS.HPLLC.COM

NS2.HPLLC.COM

2) **Domain Name:** avt.com

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 12/1/2013

Record created on 12/2/1993

Database last updated on 3/14/2007

Domain servers in listed order:

NS2.HPLLC.COM

67.89.65.147

DNS.HPLLC.COM

NS5.MYDYNDNS.ORG

NS4.MYDYNDNS.ORG

NS3.MYDYNDNS.ORG

NS2.MYDYNDNS.ORG

3) **Domain Name:** avtcommunique.com

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 10/31/2016
Record created on 10/31/2006
Database last updated on 5/23/2008

Domain servers:
NS2.HPLLC.COM
DNS.HPLLC.COM

4) **Domain Name:** avtechniques.com

Registrant:
Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 3/7/2012
Record created on 3/7/2000
Database last updated on 5/23/2008

Domain servers:
NS2.MYDYNDNS.ORG
NS4.MYDYNDNS.ORG
NS2.HPLLC.COM
DNS.HPLLC.COM
NS3.MYDYNDNS.ORG
NS5.MYDYNDNS.ORG

5) **Domain Name:** avteventtechnologies.com

Registrant:
Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 11/29/2012
Record created on 11/29/2007
Database last updated on 5/23/2008

Domain servers:
DNS195.A.REGISTER.COM
DNS010.D.REGISTER.COM
DNS030.C.REGISTER.COM

DNS146.B.REGISTER.COM

6) **Domain Name:** avtmeetings.com

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 1/24/2012

Record created on 3/16/2001

Database last updated on 5/23/2008

Domain servers:

NS2.MYDYNDNS.ORG

NS4.MYDYNDNS.ORG

NS2.HPLLC.COM

DNS.HPLLC.COM

NS3.MYDYNDNS.ORG

NS5.MYDYNDNS.ORG

7) **Domain Name:** ciidesigns.com

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 12/21/2012

Record created on 12/20/2001

Database last updated on 2/9/2009

Domain servers in listed order:

DNS.HPLLC.COM

NS2.HPLLC.COM

67.89.65.147

NS2.MYDYNDNS.ORG

NS3.MYDYNDNS.ORG

NS4.MYDYNDNS.ORG

NS5.MYDYNDNS.ORG

8) **Domain Name:** commerce-concierge.com

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 1/16/2012
Record created on 5/1/2001
Database last updated on 5/23/2008

Domain servers:

NS2.MYDYNDNS.ORG
NS4.MYDYNDNS.ORG
NS2.HPLLC.COM
DNS.HPLLC.COM
NS3.MYDYNDNS.ORG
NS5.MYDYNDNS.ORG

9 Domain Name: creativeeffort.com

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 4/20/2016
Record created on 4/20/2006
Database last updated on 5/23/2008

Domain servers:

NS4.MYDYNDNS.ORG
NS2.MYDYNDNS.ORG
NS2.HPLLC.COM
DNS.HPLLC.COM
NS3.MYDYNDNS.ORG
NS5.MYDYNDNS.ORG

10) Domain Name: hpllc.com

Registrant:

Hospitality Partners LLC
1500 W. Shure Drive, Suite 175
Arlington Heights, Illinois 60004

Record expires on 5/13/2012
Record created on 5/13/1999
Database last updated on 5/23/2008

Domain servers:

NS2.MYDYNDNS.ORG
NS4.MYDYNDNS.ORG

NS2.HPLLC.COM
DNS.HPLLC.COM
NS3.MYDYNDNS.ORG
NS5.MYDYNDNS.ORG