

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swank Audio Visuals, L.L.C.		12/18/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3467176	PARTNER	
Registration Number:	3467179	DELIVERING THE SPECTACULAR	
Registration Number:	3715920	SWANK AUDIO VISUALS	
Serial Number:	77336977	SWANK AUDIO VISUALS	
Serial Number:	77887322	SWANK AUDIO VISUALS	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	#NYIPDocket@lw.com		
Correspondent Name:	Angela Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		

CH \$140.00 3467176

ATTORNEY DOCKET NUMBER:	034784-0118
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	01/28/2010
Total Attachments: 7 source=GE - Swank TSA supplement#page1.tif source=GE - Swank TSA supplement#page2.tif source=GE - Swank TSA supplement#page3.tif source=GE - Swank TSA supplement#page4.tif source=GE - Swank TSA supplement#page5.tif source=GE - Swank TSA supplement#page6.tif source=GE - Swank TSA supplement#page7.tif	

FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2009 (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 General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the 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 and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 dated as of August 24, 2007 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower and has granted to Agent, for the benefit of Lenders (as defined in the Credit Agreement), a security interest in certain assets of the Grantors, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Credit Agreement);

WHEREAS, on August 24, 2007, each Grantor and the Agent executed and delivered a Trademark Security Agreement (the "Original Trademark Security Agreement");

WHEREAS since the execution and delivery of the Original Trademark Security Agreement, Grantors have acquired additional Trademark Collateral (as defined herein); 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 for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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, Trademark applications 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 Illinois 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.

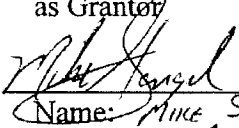
Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

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, LLC
as Grantor

By: 
Name: MIKE STENDEL
Title: VICE PRESIDENT - OPERATIONS

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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.

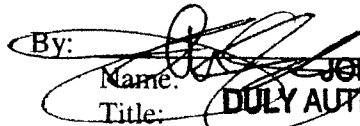
Very truly yours,

SWANK AUDIO VISUALS, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: **JOHN M. STEIDLE**
Title: **DULY AUTHORIZED SIGNATORY**

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

ACKNOWLEDGMENT OF GRANTOR

State of Missouri)

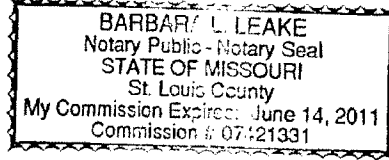
County of St. Louis)

ss.

On this 23rd day of December, 2009 before me personally appeared Mike Stenzel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Swank Audio Visuals, LLC, 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.

Barbara L. Leake

Notary Public



ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT

SCHEDULE I
TO FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Trademark	Registration No.	Registration Date
Swank Audio Visuals, L.L.C.	Partner	3467176	7/15/2008
Swank Audio Visuals, L.L.C.	Delivering the Spectacular	3467179	7/15/2008
Swank Audio Visuals, L.L.C.	Swank Audio Visuals (& Design)	3715920	11/24/2009

2. TRADEMARK APPLICATIONS

Grantor	Trademark	Application No.	Application Date
Swank Audio Visuals, L.L.C.	Swank Audio Visuals (& Design)	77336977	11/26/2007
Swank Audio Visuals, L.L.C.	Swank Audio Visuals	77887322	12/7/2009