

**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
Nocturne Productions, Inc.		12/13/2004	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Production Resource Group, L.L.C.		
Street Address:	200 Business Park Drive, Suite 109		
City:	Armonk		
State/Country:	NEW YORK		
Postal Code:	10504		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77727792	NOCTURNE	
Serial Number:	77727704	NOCTURNE	
CORRESPONDENCE DATA			
Fax Number:	(212)589-5412		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	845-567-5870		
Email:	ADevine@prg.com		
Correspondent Name:	Robert Manners		
Address Line 1:	200 Business Park Drive, Suite 109		
Address Line 4:	Armonk, NEW YORK 10504		
NAME OF SUBMITTER:	Robert Manners		
Signature:	/Robert Manners/		
Date:	07/06/2011		
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**ASSET PURCHASE AGREEMENT**

**by and among**

**PRG NOCTURNE PRODUCTIONS INC.,**

**NOCTURNE PRODUCTIONS, INC.**

**ROBERT J. BRIGHAM, JR., AS THE SHAREHOLDERS' REPRESENTATIVE,**

**AND THE SHAREHOLDERS NAMED HEREIN**

**Dated May 31, 2011**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made this 31st day of May, 2011, by and among PRG Nocturne Productions, Inc., a Delaware corporation ("Buyer"), Nocturne Productions, Inc., an Illinois corporation ("Seller"), and Robert J. Brigham, Jr., a resident of Dekalb Illinois (the "Shareholders' Representative"), and Robert J. Brigham, Jr., Ronald Proesel, Paul Becher and Walter Herbert (each, a "Shareholder" and, collectively, with the Shareholders' Representative, the "Shareholders"). Buyer, Seller and each Shareholder may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

### R E C I T A L S:

Seller provides projection, video and LED rental services (the "Services") from its headquarters and warehouse located in Dekalb, Illinois and its warehouse in Dekalb, Illinois (collectively, the "Facilities") (collectively, the "Business"); and

On and subject to the terms and conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Business, including, but not limited to, all of the assets used by Seller (whether directly or indirectly) in connection with the Business other than the Excluded Assets; and

On the date hereof, the Employment Agreements attached to this Agreement as Exhibit A between Buyer and each of Paul Becher and Robert J. Brigham, Jr. (each individually an "Employment Agreement" and collectively, the "Employment Agreements") are being executed; and

On the date hereof, all of the assets of Vidicon, LLC, an Illinois limited liability company ("Vidicon"), are also being acquired by Buyer.

NOW, THEREFORE, for the sufficient consideration received, the Parties intending to be legally bound hereby agree as follows:

### TERMS AND CONDITIONS

#### 1. SALE OF ASSETS

**1.1. Transfer of Assets.** On and subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Section 3.1), Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's right, title and interest in, to and under all of the assets and rights of any nature, character and description, tangible and intangible, real, personal or mixed, wherever located, in each case owned, held for or used in the conduct of or in connection with the Business, other than the Excluded Assets (collectively, the "Purchased Assets"), including, but not limited to:

(a) those raw materials, work-in-process, finished goods and rental inventory (whether held for rental or sale), used, manufactured, produced or stocked by the Business, wherever located, as of the Closing, including, but not limited to, that set forth on Schedule 1.1(a) (collectively, the "Inventory");

(b) all machinery, equipment, motor vehicles, furniture, furnishings, fixtures, telecommunications equipment, computers and peripheral hardware and software, supplies, spare parts, office and other supplies and other personal property used in connection with the Business wherever located, including, but not limited to, that set forth on Schedule 1.1(b) (collectively, the “Personal Property”);

(c) all of Seller’s intellectual property rights, whether or not patentable or susceptible of trademark or copyright protection, including without limitation, patents and applications therefor (including continuations, divisionals, continuations-in-part, or reissues and/or reexaminations of patent applications and patents issuing thereon, and all similar rights arising under the Laws of any jurisdiction), trademarks and service marks, whether registered, pending or in drafting and including all common law rights therein, along with all trade names, domain names, copyrights, trade secrets, know-how, software and applications, rights in algorithms, binary code, product formulae, processes and other technologies, telephone and facsimile numbers, uniform resource locators, brands, business methods, computer programs, computer software, firmware, composition of matter or materials, certification marks, collective marks, customer lists, data, databases, designs (whether registered or unregistered), discoveries, distributor lists, domain names, formulae, goodwill, industrial designs, inventions, integrated circuits, logos, manufacturing information, mask works, moral rights, object code, original works of authorship, plans, processes, proprietary technology, research results, research records, source code, specifications, statistical models, supplier lists, systems, techniques, and technical information and other proprietary rights owned or licensed by Seller in connection with the Business, including, but not limited to, that set forth on Schedule 1.1(c) (collectively, the “Intellectual Property”);

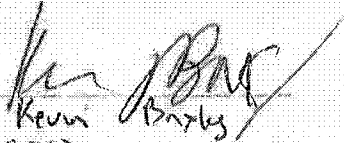
(d) all of Seller’s rights in contracts which relate to the Business or the Purchased Assets, including, but not limited to, all leases, subleases, contracts, vendor contracts, exclusivity agreements, sales orders, supply contracts (whether or not in written form), rental contracts, service orders, rights, warranties, licenses, permits, agreements and other commitments relating to the Business (including all right, title and interest of Seller under contracts pursuant to which the Business rents equipment to its customers and other audio visual businesses (“Rental Contracts”), which include contracts pursuant to which the Business subrents equipment from others for purposes of fulfilling its contracts to rent equipment to its own Customers, including, but not limited to, those set forth on Schedule 1.1(d) (collectively, the “Assumed Contracts”);

(e) to the extent earned for periods commencing on the Closing Date, all accounts receivable and notes receivable (including accrued and unbilled receivables of Seller), including, but not limited to, drafts, chattel paper and similar instruments, as well as all deposits, prepaid assets, refunds due, moneys due and cash and non-cash proceeds thereof relating to the Business set forth (collectively, the “Accounts Receivable”) and all records and books of account relating thereto. If a Party receives a payment relating to a Rental Contract to which another Party is entitled pursuant to this Agreement, the Party receiving such payment shall promptly remit such payment to the Party entitled to receive such payment;

IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered as of the date first written above.


**"BUYER"**

PRG NOCTURNE PRODUCTIONS INC.

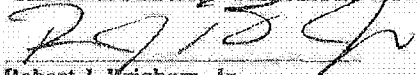
By:   
Name: Kevin Brooks  
Title: COO

**"SELLER"**


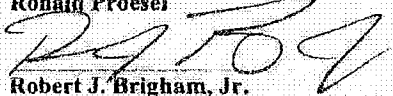
NOCTURNE PRODUCTIONS, INC.  
an Illinois corporation

By:   
Name: Robert J. Brigham, Jr.  
Title: CO-CEO

**"SHAREHOLDERS' REPRESENTATIVE"**

  
Robert J. Brigham, Jr.

**"SHAREHOLDERS"**

  
Ronald Proesel  
  
Robert J. Brigham, Jr.

Paul Becher

WALTER HERBERT BY  
ROBERT J. BRIGHAM, JR AS ATTORNEY IN FACT  
Walter Herbert, by Robert J. Brigham, Jr., attorney in fact