

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.		11/15/2011	CORPORATION: FLORIDA
AVI-SPL, Inc.		11/15/2011	CORPORATION: DELAWARE

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: 9

Property Type	Number	Word Mark
Registration Number:	3684987	BCIS
Registration Number:	3730190	BATTLE COMMAND INFORMATION SYSTEMS
Serial Number:	85385994	CAMELEON TELEPRESENCE
Serial Number:	85245167	UNIFY ME
Serial Number:	85193455	UNIFY ME
Serial Number:	85149906	CAMÉLÉON TELEPRESENCE
Registration Number:	3854969	COLOR GEM
Registration Number:	3611364	AVI SPL
Registration Number:	3621864	AVI-SPL

CORRESPONDENCE DATA

Fax Number: (202)842-8465
 Phone: 202-842-8800

OP \$240.00 3684987

Email: dctrademarks@dbr.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Amy E. Carroll

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:	01/22/2012

Total Attachments: 5

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TRADEMARK AGREEMENT

This TRADEMARK AGREEMENT is made as of November 15, 2011, by and among AUDIO VISUAL INNOVATIONS, INC., a Florida corporation (“AVI”) and AVI-SPL, INC., a Delaware corporation (together with AVI, and with their successors and permitted assigns, collectively, “Assignors”) and MANUFACTURERS AND TRADERS TRUST COMPANY, with an office at 25 S. Charles Street, 12th 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 April 17, 2008, by and among Assignors, those other parties signatory thereto and Assignee (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “Security Agreement”).

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”); and

WHEREAS, Assignors, Assignee and certain Lenders (as defined in the Credit Agreement) entered into that certain Amended and Restated 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 Marks 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 Marks 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 Marks 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:

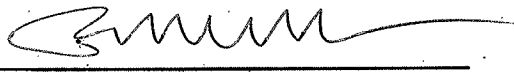
AUDIO VISUAL INNOVATIONS, INC.

By: 

Name: Peter Grabowski

Title: Chief Financial Officer

AVI-SPL, INC.

By: 

Name: Peter Grabowski

Title: Chief Financial Officer

Assignee:

MANUFACTURERS AND TRADERS TRUST
COMPANY, in its capacity as Agent

By: _____

Name: Hugh Giorgio

Title: Managing Director

[Signature Page of Trademark Agreement]

Executed as of the date first above written.

Assignors:

AUDIO VISUAL INNOVATIONS, INC.

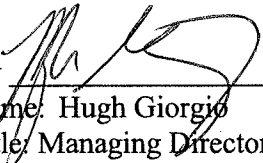
By _____
Name: Peter Grabowski
Title: Chief Financial Officer

AVI-SPL, INC.

By _____
Name: Peter Grabowski
Title: Chief Financial Officer

Assignee:

MANUFACTURERS AND TRADERS
TRUST COMPANY, in its capacity as Agent

By  _____
Name: Hugh Giorgio
Title: Managing Director

[Signature Page of Trademark Agreement]

EXHIBIT 1 TO TRADEMARK AGREEMENT

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
AMELEON TELEPRESENCE	U.S.	85385994 07/01/2011		AVI-SPL, Inc.
UNIFY ME	U.S.	85245167 02/17/2011		AVI-SPL, Inc.
UNIFY ME	U.S.	85193455 02/17/2011		AVI-SPL, Inc.
CAMÉLÉON TELEPRESENCE	U.S.	85149906 10/11/2010		AVI-SPL, Inc.
COLOR GEM	U.S.	77898900 12/22/2009	3854969 09/28/2010	AVI-SPL, Inc.
AVI SPL	U.S.	77460734 04/29/2008	3611364 04/29/2009	AVI-SPL, Inc.
AVI SPL	U.S.	77458092 04/25/2008	3621864 05/19/2009	AVI-SPL, Inc.
BCIS	U.S.	77439199 04/03/2008	3684987 09/22/2009	Audio Visual Innovations, Inc.
BATTLE COMMAND INFORMATION SYSTEMS	U.S.	77439220 04/03/2008	3730190 12/22/2009	Audio Visual Innovations, Inc.
PROJECTOR PEOPLE	Canada	138868800 03/17/2008	TMA742702 06/26/2009	Audio Visual Innovations, Inc.
AVI SPL	Mexico	1029320 08/06/2009	112960 11/06/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI AUDIO VISUAL INNOVATIONS	Mexico	985074 12/12/2008	1088396 03/06/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI SPL	Mexico	985067 12/12/2008	1091900 03/25/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI SPL	Mexico	985069 12/12/2008	1124533 10/08/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI AUDIO VISUAL INNOVATIONS	Mexico	985072 12/12/2008	1124534 10/08/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.

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