

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PRO EM, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PRO EM PARTY AND EVENT RENTALS, LLC
<b>Street Address:</b>	1450 East Grant Street
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85034
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3338567	PARTY CONCEPTS
Registration Number:	3338570	PARTY CONCEPTS
Serial Number:	77664392	GORILLA FUEL & LUBE
Registration Number:	2910599	GORILLA FUEL MOBILE EQUIPMENT FUELING
Registration Number:	2982860	GORILLA POWER SYSTEMS
Serial Number:	78264183	GORILLA MOTORSPORTS

**CORRESPONDENCE DATA**

Fax Number: 5616596313  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 561-653-5000  
 Email: ip@akerman.com, angela.martin@akerman.com  
 Correspondent Name: Akerman Senterfitt  
 Address Line 1: P.O. Box 3188  
 Address Line 4: West Palm Beach, FLORIDA 33402-3188

CH \$165.00 3338567

ATTORNEY DOCKET NUMBER:	252511
NAME OF SUBMITTER:	Peter A. Chiabotti
Signature:	/Peter A. Chiabotti/
Date:	07/03/2012
<b>Total Attachments: 7</b> source=Assignment of Intellectual Property (Pro EM) - Signed#page1.tif source=Assignment of Intellectual Property (Pro EM) - Signed#page2.tif source=Assignment of Intellectual Property (Pro EM) - Signed#page3.tif source=Assignment of Intellectual Property (Pro EM) - Signed#page4.tif source=Assignment of Intellectual Property (Pro EM) - Signed#page5.tif source=Assignment of Intellectual Property (Pro EM) - Signed#page6.tif source=Assignment of Intellectual Property (Pro EM) - Signed#page7.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "**Assignment**") is entered into effective as of May 31, 2012 (the "**Effective Date**"), by PRO EM, LLC, a Delaware limited liability company ("**Debtor**"), in favor of PRO EM PARTY AND EVENT RENTALS, LLC, a Delaware limited liability company ("**Secured Party**").

### RECITALS

A. Debtor and Pro EM Party and Event Rentals Holdings, Inc., a Delaware corporation formerly known as Pro EM Party and Event Rentals, Inc. ("**Holdco**"), entered into that certain Strict Foreclosure Agreement dated effective as of December 9, 2011 (the "**Strict Foreclosure Agreement**"), pursuant to which Debtor agreed to convey certain tangible and intangible personal property of Debtor more particularly described therein (the "**Collateral**") to Holdco in partial satisfaction of certain indebtedness owed by Debtor to Holdco as the then secured party (the "**Indebtedness**") under A.R.S. § 47-9620 and/or any other applicable law and subject to the terms and conditions of the Strict Foreclosure Agreement (the "**Strict Foreclosure**").

B. Holdco assigned all of its right, title, and interest in and to the Indebtedness and the Strict Foreclosure Agreement to Secured Party pursuant to that certain Assignment of Loan Documents dated effective as of May 30, 2012, and that certain Assignment of Strict Foreclosure Rights dated effective as of May 30, 2012 (the "**SFA Assignment**"), respectively, and thus Secured Party has become the "Secured Party" described in the Strict Foreclosure Agreement.

C. In connection with the Strict Foreclosure and pursuant to the Strict Foreclosure Agreement, as assigned to Secured Party by the SFA Assignment, Debtor is conveying, transferring, and assigning the Collateral to Secured Party, which includes, but is not limited to, certain intellectual property of Debtor, all goodwill of Debtor associated therewith, and all of Debtor's rights to sue for and recover damages and profits for past infringements thereof, and Debtor has agreed to execute and deliver this Assignment for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Debtor and Secured Party agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not defined in this Assignment are given the meanings set forth in the Strict Foreclosure Agreement, as assigned to Secured Party pursuant to the SFA Assignment.

2. **Assignment.** For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Debtor hereby irrevocably assigns to Secured Party all of Debtor's right, title, and interest throughout the world in and to the following intellectual property (collectively, the "**Assigned IP**"), together with all of Debtor's goodwill of the business connected with the use of and symbolized by certain of the Assigned IP, along with Debtor's rights to police, monitor, and enforce such Assigned IP against any and all past, present and future infringements and to sue for and recover damages, royalties, fees, profits or other relief,

including, but not limited to, equitable and injunctive relief, for past, present and future infringements thereof together with the rights to grant and terminate licenses or other interests therein, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof and to otherwise fully and entirely stand in the place of Debtor in all matters related thereto:

(a) all trademark registrations and applications identified on Exhibit A attached hereto and incorporated herein, and any other trademark registration or application of Debtor, together with all of the goodwill of the business connected with the Debtor's use of such trademarks and symbolized thereby, and all issuances, extensions, and renewals thereof (the "Trademarks");

(b) all of Debtor's patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, renewals thereof, and any applications and patents claiming priority thereto (the "Patents");

(c) all of Debtor's copyrights, copyright registrations, applications for registration and exclusive copyright licenses, and all issuances, extensions and renewals thereof, including, (i) the right to secure copyrights on the Assigned IP anywhere throughout the world in the name of Secured Party or otherwise, and the right to renew such copyrights, whether presently available or subsequently available as a result of intervening legislation; (ii) any and all publication rights in the Assigned IP in whatever form; (iii) the right to use, license, exploit, sell or otherwise dispose of the Assigned IP in any manner and for any purpose Secured Party sees fit; (iv) the rights in any compilations, collections, or derivatives of the Assigned IP; (v) all copies of the Assigned IP; (vi) any and all subsidiary rights in the Assigned IP; and (vii) any and all rights in embodiments, formats or representations of the Assigned IP of any kind arising from future technologies (the "Copyrights");

(d) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties, and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right, but not the obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(g) all other rights, interests, choses in action, causes of action, claims, and all other intangible property of Debtor of every kind and nature, including, but not limited to, all corporate and business records; all loans, royalties, and other obligations receivable; all trade secrets, inventions, designs, patents, patent applications, registered or unregistered service marks, trade names, trademarks, designs, logos, domains, websites, copyrights and the goodwill

associated therewith and incorporated therein, and all registrations and applications for registration related thereto; goodwill, licenses, permits, franchises, customer lists and credit files; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and other contracts and contract rights; all right, title, and interest under leases, subleases, licenses, and concessions and other agreements relating to real or personal property and any security agreements relating thereto; all rights to indemnification; all proceeds of insurance of which Debtor is beneficiary; all letters of credit, guarantees, liens, security interests, and other security held by or granted to Debtor; and all other intangible property, whether or not similar to the foregoing; all products and all books and records related to any of the foregoing, including, but not limited to, the specific intellectual property more particularly described on **Exhibit B** (the “**Debtor’s Other Specific Intellectual Property**”).

3. Waiver of Moral Rights. Debtor hereby waives its rights known in various jurisdictions as moral rights and grants Secured Party the right to make changes, as Secured Party deems necessary, in the Assigned IP. Such changes may include, but are not limited to, presenting the Assigned IP in a different medium, presenting the Assigned IP in a manner consistent with Assignee's style and/or updating and modernizing the Assigned IP.

4. Excluded Assets and Liabilities. Notwithstanding anything to the contrary in this Assignment, nothing in this Assignment shall be deemed to transfer any of the Excluded Assets described in the Strict Foreclosure Agreement to Secured Party, and Secured Party shall in no way be deemed to have assumed any of the Excluded Liabilities described in the Strict Foreclosure Agreement.

5. Recordation and Further Actions. Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other governmental officials to record and register this Assignment upon Secured Party’s request. Debtor agrees to execute and deliver at Secured Party’s request all papers, instruments, and assignments, and to perform any other reasonable acts that Secured Party may require to vest all of Debtor’s rights, title, and interest in and to the Assigned IP in Secured Party and/or to provide evidence to support any of the foregoing if such evidence is deemed necessary by Secured Party. Debtor agrees to perform all affirmative acts that may be necessary or desirable to perfect the transfer of the Assigned IP contemplated by this Assignment, and to cooperate with Secured Party in obtaining and/or providing information required in any proceedings relating to the Assigned IP, at Debtor’s cost and expense.

6. Terms of the Strict Foreclosure Agreement. Debtor and Secured Party acknowledge and agree that such representations, warranties, covenants, agreements, limitations, exclusions, and indemnities set forth in the Strict Foreclosure Agreement, as assigned to Secured Party pursuant to the SFA Assignment, shall not be superseded by this Assignment, but shall run to the benefit of Secured Party as the “Secured Party” described therein and shall remain in full force and effect to the full extent provided in the Strict Foreclosure Agreement, as assigned to Secured Party pursuant to the SFA Assignment. If any conflict or inconsistency exists between the terms of the Strict Foreclosure Agreement, as assigned to Secured Party pursuant to the SFA Assignment, and the terms this Assignment, the terms of the Strict Foreclosure Agreement, as assigned to Secured Party pursuant to the SFA Assignment, shall control.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall collectively constitute one and the same agreement. A signed copy of this Assignment delivered by fax, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the state of Arizona, without giving effect to any choice or conflict of laws provision or rule (whether of the state of Florida or any other jurisdiction).

10. Recitals. All of the Recitals set forth in of this Assignment are true and correct and are hereby incorporated by reference.

*[Remainder of this Page Intentionally Left Blank – Signature Page Follows]*



**EXHIBIT A**

**TRADEMARKS**

<b>Trademark Registered with USPTO</b>	<b>U.S. Registration Number</b>	<b>U.S. Application Number</b>	<b>Date Filed</b>	<b>Dated Registered</b>	<b>Owner</b>
Party Concepts	3,338,567	77/094,975	1/30/2007	11/20/2007	Debtor
Party Concepts	3,338,570	77/094,992	1/30/2007	11/20/2007	Debtor
Gorilla Fuel & Lube	Prior Reg. No. 2,910,599	77/664,392	2/5/2009	N/A (Dead Mark)	Debtor
Gorilla Fuel Mobile Equipment Fueling (plus design)	2,910,599	78/267,941	6/27/2003	12/14/2004	Debtor
Gorilla Power Systems (plus design)	2,982,860	78/252,599	5/21/2003	8/9/2005	
Gorilla Motorsports (plus design)	N/A	78/264,183	6/18/2003	N/A	Debtor

<b>Trademarks Registered in Arizona</b>	<b>Arizona File ID Number</b>	<b>Arizona Registration Date</b>	<b>Arizona Expiration Date</b>	<b>Owner</b>
PRO EM	494568	7/12/2010	7/12/2015	Debtor



**EXHIBIT B**

**DEBTOR'S OTHER SPECIFIC INTELLECTUAL PROPERTY**

**PHONE NUMBERS**

480-507-0999

1-877-24-PROEM

1. 602 253-6371

2. 602 258-1045

3. 602 258-1069

4. 602 253-6384

5. 602 258-1070

6. 602 253-6417

7. 602 258-1132

8. 602 258-0268

DID Phone numbers: 602-772-4200 through 602-772-4335

FACEBOOK: [facebook.com/proem.org](https://www.facebook.com/proem.org)

TWITTER: [twitter.com/PRO\\_EMtweets](https://twitter.com/PRO_EMtweets)