

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of First Lien Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MVP International Inc.		
Street Address:	9000 Southwest Freeway		
Internal Address:	Suite 320		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77074		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2286970	MVP INTERNATIONAL	
Registration Number:	2205071	MVP VISUAL PRESENTATIONS	
Registration Number:	2283703	TRAINEX INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Sean Kass, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23330-1010		

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NAME OF SUBMITTER:	Sean Kass
Signature:	/Sean Kass/
Date:	11/09/2012
Total Attachments: 4 source=23749712_ TM TermRel_1Lien#page1.tif source=23749712_ TM TermRel_1Lien#page2.tif source=23749712_ TM TermRel_1Lien#page3.tif source=23749712_ TM TermRel_1Lien#page4.tif	

TERMINATION AND RELEASE OF FIRST LIEN
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of November 9, 2012, from General Electric Capital Corporation, a Delaware corporation having a principal place of business at 500 West Monroe Street, Chicago, Illinois 60661, as administrative agent (the "Agent") for itself and the several financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), is to MVP International Inc., a Texas corporation having a principal place of business at 9000 Southwest Freeway, Suite 320, Houston, Texas 77074 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of August 24, 2007, among the Agent, the Grantor, Swank A-V, LLC, Swank Audio Visuals of Arizona, Inc., Audio Visuals International, Inc., the Credit Parties and the other financial institutions party thereto as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Security Agreement (as hereinafter defined) and the Trademark Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of August 24, 2007 (the "Security Agreement"), made by the Grantor in favor of the Agent, among Grantor, Agent, Swank A-V, LLC, Swank Audio Visuals of Arizona, Inc., Audio Visuals International, Inc., SAV Holdings, Inc., Swank Holdings, Inc. and Swank Audio Visuals of Canada, Corporation, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, a Trademark Security Agreement, dated as of June 30, 2012 (the "Trademark Security Agreement"), made by the Grantor in favor of the Agent was recorded in the Trademark Division of the United States Patent and Trademark Office on July 2, 2012, at Reel 4813, Frame 0400; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest in, to and under (a) all of Grantor's U.S. registered Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any such Trademark, including, without limitation, those referred to on Schedule I 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.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, all without warranty, representation or recourse of any kind (except as provided in Section 3 hereof), and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: At the request, cost and expense of the Grantor, the Agent shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such Security Interest.

4. Governing Law: This Termination and Release shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Illinois, without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

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

SCHEDULE I

REGISTERED TRADEMARKS

GRANTOR	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
MVP International Inc.	MVP INTERNATIONAL	2,286,970	10/19/99
MVP International Inc.	MVP VISUAL PRESENTATIONS	2,205,071	11/24/98
MVP International Inc.	TRAINEX INTERNATIONAL	2,283,703	10/5/99