

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.)		11/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Swank Audio Visuals, L.L.C.
Street Address:	639 E. Gravois Bluffs Blvd.
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63026
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3358802	WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS
Registration Number:	3566472	FLEX 7
Registration Number:	3641323	YOUR RISK FREE FORMULA FOR SUCCESSFUL MEETINGS AND EVENTS
Registration Number:	3624804	PARTNER AUDIO VISUAL EXCELLENCE
Registration Number:	3757902	FLAWLESS EXECUTION
Registration Number:	3793509	WE PROVIDE CREATIVITY, CONFIDENCE AND COMFORT BY DELIVERING FLAWLESS EXECUTION ON EVERY EVENT WITH A HOSPITALITY APPROACH. WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS.
Registration Number:	2558234	SWANK AUDIO VISUALS
Registration Number:	2558551	PARTNER SWANK AUDIO VISUALS

CORRESPONDENCE DATA

CH \$215.00 3358802

Fax Number: 2129096836

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

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
NAME OF SUBMITTER:	Sean Kass
Signature:	/Sean Kass/
Date:	11/09/2012

Total Attachments: 4

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TERMINATION AND RELEASE OF SECOND LIEN
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of November 9, 2012, from American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.), a Delaware corporation having a principal place of business at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland 20814, 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 Swank Audio Visuals, L.L.C., a Missouri limited liability company having a principal place of business at 639 E. Gravois Bluffs Blvd., Fenton, Missouri 63026 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Second Lien 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 August 24, 2007 (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 August 27, 2007, at Reel 3609, Frame 0388; 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, any applications therefor, 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, 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 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.

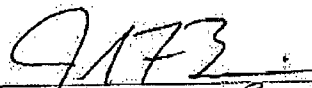
4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect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

AMERICAN CAPITAL, LTD.,
as Agent

By: 
Name: Joseph F. Ranc
Title: V.P.

Signature Page to Swank Second Lien Trademark Release

TRADEMARK
REEL: 004897 FRAME: 0541

SCHEDULE I

REGISTERED TRADEMARKS

GRANTOR	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Swank Audio Visuals, L.L.C.	WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS	3,358,802	12/25/07
Swank Audio Visuals, L.L.C.	FLEX 7	3,566,472	1/27/09
Swank Audio Visuals, L.L.C.	YOUR RISK FREE FORMULA FOR SUCCESSFUL MEETINGS AND EVENTS	3,641,323	6/16/09
Swank Audio Visuals, L.L.C.	PARTNER AUDIO VISUAL EXCELLENCE	3,624,804	5/19/09
Swank Audio Visuals, L.L.C.	FLAWLESS EXECUTION	3,757,902	3/9/10
Swank Audio Visuals, L.L.C.	WE PROVIDE CREATIVITY, CONFIDENCE AND COMFORT BY DELIVERING FLAWLESS EXECUTION ON EVERY EVENT WITH A HOSPITALITY APPROACH. WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS.	3,793,509	5/25/10
Swank Audio Visuals, L.L.C.	SWANK AUDIO VISUALS and Design	2,558,234	4/9/02
Swank Audio Visuals, L.L.C.	PARTNER SWANK AUDIO VISUALS	2,558,551	4/9/02