

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swank Audio Visuals, L.L.C.		11/09/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
Internal Address:	27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 12		
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:	3467176	PARTNER
Registration Number:	3467179	DELIVERING THE SPECTACULAR
Registration Number:	3715920	SWANK AUDIO VISUALS
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:	4004339	SWANK AUDIO VISUALS

CH \$315.00 3358802

Serial Number:	85430224	THE JOURNEY
Serial Number:	85566572	SWANKAV.COM

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil et al

Address Line 1: 767 Fifth Ave,

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

21151/0041/AMARAGOSSIN/VR

NAME OF SUBMITTER:

Vindra Richter

Signature:

/vindra richter/

Date:

11/12/2012

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 9, 2012, made by the Person listed on the signature pages hereto (the “Grantor”), in favor of Barclays Bank PLC, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (the “Guarantee and Collateral Agreement”), among Audio Visual Services Corporation (“Holdings”), Audio Visual Services Group, Inc. (the “Borrower”), the Subsidiary Guarantors party thereto, and the Collateral Agent or the Loan Agreement.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.2 of the Loan Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

Accordingly, the Grantor and the Collateral Agent agree as follows:

SECTION 1. Confirmation of Grant of Security. Grantor hereby confirms the grant to the Collateral Agent for the ratable benefit of the Secured Parties of a security interest in all of the following property now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

- (a) each Trademark (except Intent to Use Applications), including, without limitation, each registered and applied for United States Trademark listed on Schedule A hereto; and
- (b) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under the Guarantee and Collateral Agreement and confirmed herein secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Guarantee and Collateral Agreement.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest thereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of

this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Loan Agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have
duly executed this Agreement as of the day and year first above written.

SWANK AUDIO VISUALS, L.L.C.

By: 

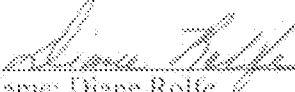
Name: Daniel B. Bauman
Title: Vice President, Chief
Financial Officer and Secretary

[Signature Page to Second Lien Trademark Security Agreement -- Swank Audio Visuals, L.L.C.]

TRADEMARK
REEL: 004898 FRAME: 0015

ACCEPTED AND AGREED TO BY:

BARCLAYS BANK PLC
as Collateral Agent

By: 
Name: Diane Rolfe
Title: Director

[Signature Page to Second Lien Trademark Security Agreement -- Swank Audio Vinnala, L.L.C.]

TRADEMARK
REEL: 004898 FRAME: 0016

Schedule A

Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS	3,358,802	12/25/07
FLEX 7	3,566,472	1/27/09
YOUR RISK FREE FORMULA FOR SUCCESSFUL MEETINGS AND EVENTS	3,641,323	6/16/09
PARTNER AUDIO VISUAL EXCELLENCE (& DESIGN)	3,624,804	5/19/09
PARTNER	3,467,176	7/15/08
DELIVERING THE SPECTACULAR	3,467,179	7/15/08
SWANK AUDIO VISUALS (& DESIGN)	3,715,920	11/24/09
FLAWLESS EXECUTION	3,757,902	3/9/10
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	4,004,339	8/2/11

Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
THE JOURNEY	85/430,224	09/23/11
SWANKAV.COM	85/566,572	03/12/12