

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
Audio Visual Services Corporation		11/09/2012	CORPORATION:

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: 27

Property Type	Number	Word Mark
Registration Number:	2688180	AUDIO VISUAL HEADQUARTERS
Registration Number:	1857000	AUDIO VISUAL HEADQUARTERS
Registration Number:	3049899	AUDIOVISUAL HEADQUARTERS
Registration Number:	2887875	AV ON COMMAND
Registration Number:	2973519	AV ON COMMAND
Registration Number:	3226653	AV2U
Registration Number:	3207317	AV2U
Registration Number:	2688179	AVHQ
Registration Number:	3053425	AVHQ AUDIOVISUAL HEADQUARTERS
Registration Number:	2872589	AVHQ MEETING SERVICES
Registration Number:	2880255	AVHQ MEETING SERVICES
Registration Number:	2890114	AVHQ RENTAL SERVICES
Registration Number:	2952986	AVHQ RENTAL SERVICES

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Registration Number:	2890115	AVHQ SHOW SOLUTIONS
Registration Number:	2875566	AVHQ SHOW SOLUTIONS
Registration Number:	2872586	AVSC
Registration Number:	1908815	B BAUER AUDIO VISUAL, INC.
Registration Number:	2789416	BLUMBERG COMMUNICATIONS
Registration Number:	2029766	EXECUTIVE EXPRESS
Registration Number:	2807131	HOSPITALITY RESOURCES INCORPORATED
Registration Number:	2719494	PS
Registration Number:	2677105	PS PRESENTATION SERVICES
Registration Number:	2882954	PSAV
Registration Number:	2882950	PSAV PRESENTATION SERVICES
Registration Number:	3055816	SOUND & STAGECRAFT
Registration Number:	2789417	USAV
Registration Number:	1983623	USAV UNITED STATES AUDIOVISUAL, INC.

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 Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151/0041/A.GOSSIN/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").

WITNESSETH:

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.

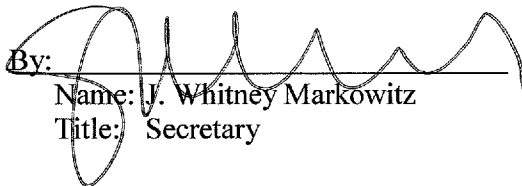
SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability 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.

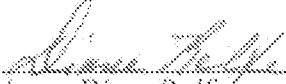
AUDIO VISUAL SERVICES CORPORATION

By: 
Name: J. Whitney Markowitz
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement – AVSC]

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 -- AVSC]

TRADEMARK
REEL: 004898 FRAME: 0039

Schedule A

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AUDIO VISUAL HEADQUARTERS	2,688,180	2/18/03
AUDIO VISUAL HEADQUARTERS (Design)	1,857,000	10/4/94
AUDIOVISUAL HEADQUARTERS	3,049,899	1/24/06
AV ON COMMAND	2,887,875	9/21/04
AV ON COMMAND	2,973,519	7/19/05
AV2U	3,226,653	4/10/07
AV2U	3,207,317	2/13/07
AVHQ	2,688,179	2/18/03
AVHQ AUDIOVISUAL HEADQUARTERS (Design)	3,053,425	1/31/06
AVHQ MEETING SERVICES	2,872,589	8/10/04
AVHQ MEETING SERVICES (Design)	2,880,255	8/31/04
AVHQ RENTAL SERVICES	2,890,114	9/28/04
AVHQ RENTAL SERVICES (Design)	2,952,986	5/17/05
AVHQ SHOW SOLUTIONS	2,890,115	9/28/04
AVHQ SHOW SOLUTIONS (Design)	2,875,566	8/17/04
AVSC (Design)	2,872,586	8/10/04
B BAUER AUDIO VISUAL, INC. (Design)	1,908,815	8/1/95
BLUMBERG COMMUNICATIONS	2,789,416	12/2/03
EXECUTIVE EXPRESS (Design)	2,029,766	1/14/97
HOSPITALITY RESOURCES INCORPORATED	2,807,131	1/20/04
PS (Design)	2,719,494	5/27/03
PS PRESENTATION SERVICES (Design)	2,677,105	1/21/03
PSAV	2,882,954	9/7/04
PSAV PRESENTATION SERVICES (Design)	2,882,950	9/7/04
SOUND & STAGECRAFT	3,055,816	1/31/06
USAV	2,789,417	12/2/03
USAV UNITED STATES AUDIOVISUAL, INC.	1,983,623	7/2/96