

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AUDIO VISUAL INNOVATIONS, INC.		03/28/2013	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
Street Address:	500 WEST MONROE ST.
Internal Address:	ATTN: AVI-SPL INC. ACCOUNT OFFICER
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3158087	SCALE
Registration Number:	2370454	PROJECTOR PEOPLE
Registration Number:	2368037	AVI
Registration Number:	2368038	AVI AUDIO VISUAL INNOVATIONS YOUR SOURCE FOR BEING SEEN AND HEARD.
Registration Number:	2441852	AV MARKETPLACE
Registration Number:	3684987	BCIS
Registration Number:	3730190	BATTLE COMMAND INFORMATION SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

OP \$190.00 3158087

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR  
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	025646-0678
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	03/28/2013

**Total Attachments: 14**

source=AVI-SPL Trademark Security Agreement#page1.tif  
source=AVI-SPL Trademark Security Agreement#page2.tif  
source=AVI-SPL Trademark Security Agreement#page3.tif  
source=AVI-SPL Trademark Security Agreement#page4.tif  
source=AVI-SPL Trademark Security Agreement#page5.tif  
source=AVI-SPL Trademark Security Agreement#page6.tif  
source=AVI-SPL Trademark Security Agreement#page7.tif  
source=AVI-SPL Trademark Security Agreement#page8.tif  
source=AVI-SPL Trademark Security Agreement#page9.tif  
source=AVI-SPL Trademark Security Agreement#page10.tif  
source=AVI-SPL Trademark Security Agreement#page11.tif  
source=AVI-SPL Trademark Security Agreement#page12.tif  
source=AVI-SPL Trademark Security Agreement#page13.tif  
source=AVI-SPL Trademark Security Agreement#page14.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 28, 2013 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among AVI-SPL, Inc., as borrower ("Borrower"), AVI-SPL Holdings, Inc., the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including "intent-to-use" Trademark applications) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no security interest is granted in any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(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.] provided, however, notwithstanding the foregoing, no security interest is hereby granted on, and the Collateral shall not include, any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guaranty and Security Agreement.

Release of Collateral. Upon Payment in Full (as defined in the Credit Agreement), the Trademark Collateral shall be released from the security interest created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. Each Grantor is hereby authorized to file UCC amendments at such time evidencing the termination of the security interests so released. At the request of any Grantor following any such termination, Agent shall deliver to such Grantor any Trademark Collateral of such Grantor held by Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

If Agent shall be directed or permitted pursuant to Section 10.10(b) of the Credit Agreement to release any security interest or any Trademark Collateral, such Trademark Collateral shall be released from the security interest created hereby automatically (and this Agreement shall be deemed amended as necessary with respect thereto) to the extent provided under, and subject to the terms and conditions set forth in such section, and without the need for delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to such Grantor. In connection therewith, Agent, at the request of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

At the time or under the circumstances provided in Section 10.10(a) of the Credit Agreement, any Grantor shall automatically be released from its obligations hereunder, without the need for delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral of such Grantor shall revert to such Grantor in the event that (i) all of the Stock and Stock Equivalents of such Subsidiary owned by any Loan Party are sold or transferred or such Subsidiary otherwise ceases to be a Subsidiary of a Loan Party, in each case, in a transaction permitted under the Loan Documents (including, without limitation, pursuant to a waiver or consent) and (ii) subject to delivery of written notice by the Borrower to Agent, such Subsidiary becomes a Subsidiary not required to guaranty the Obligations or an Excluded Subsidiary, in each case, in a transaction permitted by the Loan Documents (including pursuant to a waiver or consent). At the request of any Grantor following any such sale or transfer, Agent shall deliver to such Grantor any Trademark Collateral of such Grantor held by Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to further document and evidence such release.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AVI-SPL, INC.,  
as Grantor**

By: 

Name: Peter Grabowski

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

**TRADEMARK  
REEL: 004993 FRAME: 0898**

**AVI-SPL HOLDINGS, INC.,  
as Grantor**

By: 


Name: Peter Grabowski

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

**TRADEMARK  
REEL: 004993 FRAME: 0899**

**SIGNAL PERFECTION LTD.,  
as Grantor**

By: 

Name: Peter Grabowski

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

**TRADEMARK  
REEL: 004993 FRAME: 0900**



**AVI RENTAL SERVICES DIVISION, L.L.C.,  
as Grantor**

By: 

Name: Peter Grabowski

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

**TRADEMARK  
REEL: 004993 FRAME: 0901**

**AVI RENTAL SERVICES CARIBBEAN  
DIVISION, INC., as Grantor**

By: 


Name: Peter Grabowski

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

**TRADEMARK  
REEL: 004993 FRAME: 0902**

**AUDIO VISUAL INNOVATIONS, INC.,  
as Grantor**

By: 

Name: Peter Grabowski

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

**TRADEMARK  
REEL: 004993 FRAME: 0903**

**AV MARKETPLACE, INC.,  
as Grantor**

By: 

Name: Peter Grabowski

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

**TRADEMARK  
REEL: 004993 FRAME: 0904**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: Devasera Vallabhaneni  
Name: Devasera Vallabhaneni  
Title: Duty Authorized Signatory




Signature page to Trademark Security Agreement

TRADEMARK  
REEL: 004993 FRAME: 0905

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
SCALE	U.S.	78753271 11/14/2005	3158087 10/17/2006	Audio Visual Innovations, Inc.
PROJECTOR PEOPLE	U.S.	75648858 02/26/1999	2370454 07/25/2000	Audio Visual Innovations, Inc.
AVI Design 	U.S.	75643079 02/16/1999	2368037 07/18/2000	Audio Visual Innovations, Inc.
AVI AUDIO VISUAL INNOVATIONS YOUR SOURCEFOR BEING SEEN AND HEARD Design 	U.S.	75643080 02/16/1999	2368038 07/18/2000	Audio Visual Innovations, Inc.
AV MARKETPLACE Design 	U.S.	75632971 02/04/1999	2441852 04/10/2001	Audio Visual Innovations, Inc.
GIG-A-BOX	U.S.	76626144 12/27/2004	3026288 12/13/2005	AVI Rental Services Division, L.L.C.
AVI AUDIO VISUAL INNOVATIONS	Mexico	810587 10/04/2006	992046 07/11/2007	AVI Rental Services de Mexico, S. de R.L. de C.V.
CAMELEON TELEPRESENCE	U.S.	85385994 08/01/2011	4128357 04/17/2012	AVI-SPL, Inc.
UNIFY ME	U.S.	85245167 02/17/2011	4165442 06/26/2012	AVI-SPL, Inc.
UNIFY ME	U.S.	85193455 12/08/2010	4168709 07/03/2012	AVI-SPL, Inc.
CAMÉLÉON TELEPRESENCE	U.S.	85149906 10/11/2010	3980975 06/21/2011	AVI-SPL, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
COLOR GEM	U.S.	77898900 12/22/2009	3854969 09/28/2010	AVI-SPL, Inc.
AVI SPL	U.S.	77460734 04/29/2008	3611364 04/28/2009	AVI-SPL, Inc.
AVI-SPL	U.S.	77458092 04/25/2008	3621864 05/19/2009	AVI-SPL, Inc.
BCIS	U.S.	77439199 04/03/2008	3684987 09/22/2009	Audio Visual Innovations, Inc.
BATTLE COMMAND INFORMATION SYSTEMS	U.S.	77439220 04/03/2008	3730190 12/22/2009	Audio Visual Innovations, Inc.
PROJECTOR PEOPLE	Canada	1388688 03/17/2008	TMA742702 06/26/2009	Audio Visual Innovations, Inc.
AVI SPL	Mexico	1029320 08/06/2009	1129602 11/06/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI AUDIO VISUAL INNOVATIONS	Mexico	985074 12/12/2008	1088396 03/06/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI SPL	Mexico	985067 12/12/2008	1091900 03/25/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI SPL	Mexico	985069 12/12/2008	1124533 10/08/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
AVI AUDIO VISUAL INNOVATIONS	Mexico	985072 12/12/2008	1124534 10/08/2009	AVI Rental Services de Mexico, S. de R.L. de C.V.
VNOC	U.S.	77755905 06/10/2009	3703843 10/27/2009	Signal Perfection, Ltd.
IFORMATA	U.S.	77756006 06/10/2009	3744187 02/02/2010	Signal Perfection, Ltd.
VNOC SYMPHONY	U.S.	77755454 06/09/2009	3804592 06/15/2010	Signal Perfection, Ltd.
VNOC IN A BOX	U.S.	77755528 06/09/2009	3941293 04/05/2011	Signal Perfection, Ltd.
IFORMATA	U.S.	77405990 02/26/2008	3582492 03/03/2009	Signal Perfection, Ltd.
TELEPRESENCE EXCHANGE	U.S.	77360281 12/27/2007	3681654 09/08/2009	Signal Perfection, Ltd.

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Current Owner</b>
THE DIGITAL AIRLINE	U.S.	78262758 06/16/2003	2910548 12/14/2004	Signal Perfection, Ltd.
DIGITAL AIRLINES	U.S.	76310265 09/07/2001	2830458 04/06/2004	Signal Perfection, Ltd.
IFORMATA	Canada	1408659 8/26/2008	TMA805781 8/31/2011	Signal Perfection Ltd.
IFORMATA	European Union (CTM)	7186778 8/25/2008	7186778 6/10/2009	Signal Perfection, Ltd.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.