

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
VISUAL AIDS ELECTRONICS CORP.		12/11/2013	CORPORATION: DISTRICT OF COLUMBIA
<b>RECEIVING PARTY DATA</b>			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	public limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3826749	VAE	
<b>CORRESPONDENCE DATA</b>			
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:	Arthur Calzontzi, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23330-1002		
NAME OF SUBMITTER:	Arthur Calzontzi		

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Signature:	/Arthur Calzontzi/
Date:	12/12/2013
Total Attachments: 5 source=Second Lien TM Security Agreement#page1.tif source=Second Lien TM Security Agreement#page2.tif source=Second Lien TM Security Agreement#page3.tif source=Second Lien TM Security Agreement#page4.tif source=Second Lien TM Security Agreement#page5.tif	

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 11, 2013, 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 November 9, 2012 (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.**

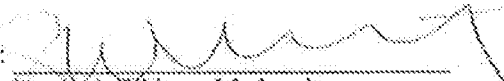
SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability 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, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

**VISUAL AIDS ELECTRONICS CORP.**

By:   
Name: J. Whitney Markowitz  
Title: Senior Vice President, General  
Counsel & Secretary

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005172 FRAME: 0503**

ACCEPTED AND AGREED TO BY:

BARCLAYS BANK PLC  
as Collateral Agent

By: 

Name:

Title:

Gregory Fishbein  
Assistant Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 005172 FRAME: 0504

*Schedule A*

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
VAE	3826749	August 3, 2010

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