

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ON Event Services, LLC	FORMERLY Tech Rentals, LLC	01/06/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Triangle Mezzanine Fund, LLLP		
Street Address:	3700 Glenwood Avenue, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78269727	PROSTAGE	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	11874.146		
NAME OF SUBMITTER:	Grace S. Collins		
Signature:	/s/ Grace S. Collins		

OP \$40.00 78269727

Date:

01/06/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of January 6, 2014 by ON EVENT SERVICES, LLC (f/k/a Tech Rentals, LLC), a Georgia limited liability company (“**Grantor**”), in favor of TRIANGLE MEZZANINE FUND, LLLP, a North Carolina limited liability limited partnership (“**TCAP**”), as collateral agent for the benefit of the Purchasers described below (“**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among Grantor and each other Person that joins as an Issuer from time to time thereto (the “**Issuers**”), Collateral Agent, TCAP, PEACHTREE II, L.P., a Georgia limited partnership (“**Peachtree**”), and the other purchasers from time to time party thereto (such purchasers, together with TCAP and Peachtree, collectively, the “**Purchasers**”), the Purchasers have agreed to purchase certain secured subordinated notes from the Issuers; and

WHEREAS, Purchasers are willing to purchase such notes as provided for in the Note Purchase Agreement on the condition, among others, that Grantor shall have executed and delivered to Collateral Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement. The term “**Trademarks**” shall mean all of Grantor’s trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations (as defined in the Note Purchase Agreement), Grantor hereby grants to Collateral Agent a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) each Trademark listed on Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

The parties hereto acknowledge and agree that nothing in this Agreement shall constitute or be deemed to constitute any assignment of the Trademark Collateral by Grantor.

3. AGREEMENT; NOTE PURCHASE AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to the Note Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. SIGNATURES; COUNTERPARTS. Facsimile transmissions or electronic transmissions of any executed original document or retransmission of any executed facsimile transmission or electronic transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm facsimile transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

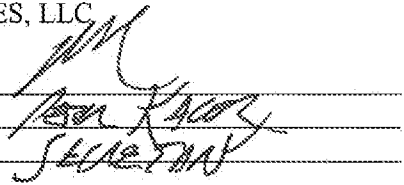
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Collateral Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Georgia, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

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

ON EVENT SERVICES, LLC

By: _____
Name: _____
Its: _____

Handwritten signature and stamp. The signature is written over the 'By:' line. The name 'JASON KADY' is written over the 'Name:' line. The word 'SECRETARY' is written over the 'Its:' line.

ACCEPTED AND ACKNOWLEDGED BY:

TRIANGLE MEZZANINE FUND, LLLP,
as Collateral Agent

By: New Triangle GP, LLC, its general partner

By: Triangle Capital Corporation, its manager

By:

Name: James Burke

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Status	Serial No.	Date Filed	Reg. No.	Reg. Date
ON Event Services, LLC	PROSTAGE	Registered	78269727	July 2, 2003	3188632	Dec. 26, 2006