

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		01/24/2014	Banking Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Audio Visual Services Corporation
Street Address:	111 West Ocean Blvd.
Internal Address:	Suite 1110
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90802
Entity Type:	CORPORATION: DELAWARE

Name:	Audio Visual Services Group, Inc. (as successor by Merger to Swank Audio Visuals, L.L.C., a Missouri LLC)
Street Address:	111 West Ocean Blvd.
Internal Address:	Suite 1110
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90802
Entity Type:	CORPORATION: DELAWARE

Name:	Visual Aids Electronics Corp.
Street Address:	12900 Cloverleaf Center Drive
Internal Address:	Suite C
City:	Germantown
State/Country:	MARYLAND
Postal Code:	20874
Entity Type:	CORPORATION: DISTRICT OF COLUMBIA

PROPERTY NUMBERS Total: 40

900278297

TRADEMARK
REEL: 005200 FRAME: 0792

CH \$1015.00 2688180

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
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:	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.
Registration Number:	3358802	WE TRANSFORM ORDINARY MEETINGS INTO EXTR
Registration Number:	3566472	FLEX 7
Registration Number:	3641323	YOUR RISK FREE FORMULA FOR SUCCESSFUL ME
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

TRADEMARK

REEL: 005200 FRAME: 0793

	3793509	WE PROVIDE CREATIVITY, CONFIDENCE AND CO
Registration Number:	4004339	SWANK AUDIO VISUALS
Serial Number:	85430224	THE JOURNEY
Serial Number:	85566572	SWANKAV.COM
Serial Number:	76700349	VAE
Registration Number:	2677105	PS PRESENTATION SERVICES

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	974878
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/24/2014

Total Attachments: 7
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TERMINATION AND RELEASE OF FIRST AND SECOND LIEN
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF FIRST AND SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Termination and Release"), dated as of January 24, 2014, from Barclays Bank PLC, a bank organized under the laws of the United Kingdom having a principal place of business at 745 Seventh Avenue, New York, New York 10019, as administrative and collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions or entities (the "Lenders") that are parties to the Credit Agreements (as hereinafter defined), is to the following entities (the "Grantors"):

(i) Audio Visual Services Corporation, a corporation organized under the laws of Delaware ("AVSC"), having its principal place of business at 111 West Ocean Blvd, Suite 1110, Long Beach, California 90802;

(ii) Audio Visual Services Group, Inc., a Delaware corporation ("AVSG") (as successor by merger to Swank Audio Visuals, L.L.C., a limited liability company organized under the laws of Missouri ("Swank")), having its principal place of business at 111 West Ocean Blvd, Suite 1110, Long Beach, California 90802; and

(iii) Visual Aids Electronics Corp, a corporation organized under the laws of the District of Columbia ("Visual Aids"), having its principal place of business at 12900 Cloverleaf Center Drive, Suite C, Germantown, Maryland 20874.

Capitalized terms used herein without definition are used as defined in (i) the First Lien Credit Agreement, dated as of November 9, 2012, among Audio Visual Services Group, Inc. (the "Borrower"), Audio Visual Services Corporation ("Holdings"), Barclays Bank PLC, as administrative agent and collateral agent (in such capacity, the "First Lien Agent") and the other parties thereto (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") and (ii) the Second Lien Term Loan Agreement, dated as of November 9, 2012 (the "Second Lien Term Loan Agreement") and, together with the First Lien Credit Agreement, the "Credit Agreements"), among Holdings, the Borrower, Barclays Bank PLC, as administrative agent and collateral agent (in such capacity, the "Second Lien Agent") and the Guarantee and Collateral Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, (i) pursuant to that certain (a) First Lien Guarantee and Collateral Agreement, dated as of November 9, 2012, made by the Borrower, Holdings and the subsidiaries of Holdings, including AVSC and Swank, party thereto in favor of

the First Lien Agent, or (b) Assumption Agreement, dated as of December 11, 2013 ((a) and (b) together, the "First Lien Guarantee and Collateral Agreement"), by Visual Aids in favor of the Agent, a security interest (the "First Lien Security Interest") was granted by each Grantor to the First Lien Agent in certain Trademarks (as hereinafter defined) and (ii) pursuant to that certain (a) Second Lien Guarantee and Collateral Agreement, dated as of November 9, 2012, made by the Borrower, Holdings and the subsidiaries of Holdings, including AVSC and Swank, party thereto in favor of the Second Lien Agent, or (b) Assumption Agreement ((a) and (b) together, the "Second Lien Guarantee and Collateral Agreement" and, together with the First Lien Guarantee and Collateral Agreement, the "Guarantee and Collateral Agreements"), dated as of December 11, 2013, by Visual Aids in favor of the Second Lien Agent a security interest (the "Second Lien Security Interest", and, together with the First Lien Security Interest, each a "Security Interest" and, together, the "Security Interests") was granted by the Grantor to the Second Lien Agent in certain Trademarks (as hereinafter defined);

WHEREAS, a First Lien Trademark Security Agreement, dated as of November 9, 2012, made by AVSC in favor of the First Lien Agent was recorded in the Trademark Division of the United States Patent and Trademark Office on November 9, 2012, at Reel 4897, Frame 0516 (the "AVSC First Lien TM Security Agreement");

WHEREAS, a Second Lien Trademark Security Agreement, dated as of November 9, 2012, made by AVSC in favor of the Second Lien Agent was recorded in the Trademark Division of the United States Patent and Trademark Office on November 12, 2012, at Reel 4898, Frame 0034 (the "AVSC Second Lien TM Security Agreement");

WHEREAS, a First Lien Trademark Security Agreement, dated as of November 9, 2012, made by Swank in favor of the First Lien Agent was recorded in the Trademark Division of the United States Patent and Trademark Office on November 9, 2012, at Reel 4897, Frame 0491 (the "Swank First Lien TM Security Agreement");

WHEREAS, a Second Lien Trademark Security Agreement, dated as of November 9, 2012, made by Swank in favor of the Second Lien Agent was recorded in the Trademark Division of the United States Patent and Trademark Office on November 12, 2012, at Reel 4898, Frame 0011 (the "Swank Second Lien TM Security Agreement");

WHEREAS, a First Lien Trademark Security Agreement, dated as of December 11, 2013, made by Visual Aids in favor of the First Lien Agent was recorded in the Trademark Division of the United States Patent and Trademark Office on December 12, 2013, at Reel 5172, Frame 0492 (the "Visual Aids First Lien TM Security Agreement"); and

WHEREAS, a Second Lien Trademark Security Agreement, dated as of December 11, 2013, made by Visual Aids in favor of the Second Lien Agent was

recorded in the Trademark Division of the United States Patent and Trademark Office on December 12, 2013, at Reel 5172, Frame 0499 (the "Visual Aids Second Lien TM Security Agreement") and, together with the AVSC First Lien TM Security Agreement, AVSC Second Lien TM Security Agreement, Swank First Lien TM Security Agreement, Swank Second Lien TM Security Agreement and Visual Aids First Lien TM Security Agreement, the "Trademark Security Agreements";

WHEREAS, each Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Guarantee and Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

Trademarks: The term "Trademarks," as used herein, shall mean (i) United States trademarks, trade names, domain names, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including, without limitation, any registrations and applications for registrations in respect of the foregoing referred to in Schedule I, all common-law rights related thereto and all goodwill of the business connected with the use of or symbolized by any of the foregoing and (ii) the right to obtain all renewals thereof, in each case, that were encumbered pursuant to the Trademark Security Agreements.

Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

Further Assurances: At the request and sole expense of the Grantor, each Agent shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such Agent's Security Interest.

Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the United States, with respect to trademark issues and in all other respects including as to validity (except trademark validity), interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

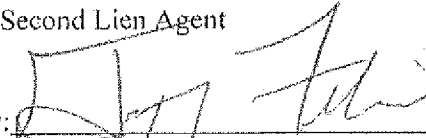
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,
as First Lien Agent

By: 
Name: Gregory Fishbein
Title: Assistant Vice President

BARCLAYS BANK PLC,
as Second Lien Agent

By: 
Name: Gregory Fishbein
Title: Assistant Vice President

SCHEDULE I

Trademark Registrations

AVSC 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

Swank Trademarks:

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

VAE Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
VAE	76700349	August 3, 2010

US_ACTIVE:V44049254\21151.0041