# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Audio Visual Services Corporation | | 01/24/2014 | CORPORATION: DELAWARE |
| Audio Visual Services (NY) Corporation | | 01/24/2014 | CORPORATION: NEW YORK |
| MVP International Inc. | | 01/24/2014 | CORPORATION: TEXAS |
| Audio Visual Services Group, Inc. | | 01/24/2014 | CORPORATION: DELAWARE |
| Visual Aids Electronics Corp. | | 01/24/2014 | CORPORATION: DISTRICT OF COLUMBIA |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Barclays Bank PLC, as First Lien Agent |
| Street Address: | 745 Seventh Avenue, 27th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Bank: UNITED KINGDOM |

PROPERTY NUMBERS Total: 56

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2677105 | PS PRESENTATION SERVICES |
| Registration Number: | 3207317 | AV2U |
| Registration Number: | 2688180 | AUDIO VISUAL HEADQUARTERS |
| Registration Number: | 2688179 | AVHQ |
| Registration Number: | 1233960 | TOTAL AUDIO VISUAL SERVICES |
| Registration Number: | 3226653 | AV2U |
| Registration Number: | 2719494 | PS |
| Registration Number: | 2789417 | USAV |
| Registration Number: | 2789416 | BLUMBERG COMMUNICATIONS |
| Registration Number: | 2807131 | HOSPITALITY RESOURCES INCORPORATED |

OP $1415.00 2677105

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|---|---|---|
| Registration Number: | 2872586 | AVSC |
| Registration Number: | 2872589 | AVHQ MEETING SERVICES |
| Registration Number: | 2875566 | AVHQ SHOW SOLUTIONS |
| Registration Number: | 2880255 | AVHQ MEETING SERVICES |
| Registration Number: | 2882954 | PSAV |
| Registration Number: | 2882950 | PSAV PRESENTATION SERVICES |
| Registration Number: | 2887875 | AV ON COMMAND |
| Registration Number: | 2890114 | AVHQ RENTAL SERVICES |
| Registration Number: | 2890115 | AVHQ SHOW SOLUTIONS |
| Registration Number: | 1857000 | AUDIO VISUAL HEADQUARTERS |
| Registration Number: | 2952986 | AVHQ RENTAL SERVICES |
| Registration Number: | 2973519 | AV ON COMMAND |
| Registration Number: | 1908815 | B BAUER AUDIO VISUAL, INC. |
| Registration Number: | 3049899 | AUDIOVISUAL HEADQUARTERS |
| Registration Number: | 3055816 | SOUND & STAGECRAFT |
| Registration Number: | 3053425 | AVHQ AUDIOVISUAL HEADQUARTERS |
| Registration Number: | 1983623 | USAV UNITED STATES AUDIOVISUAL, INC. |
| Registration Number: | 2029766 | EXECUTIVE EXPRESS |
| Serial Number: | 85860300 | PSAV |
| Serial Number: | 85860467 | PSAV |
| Registration Number: | 2205071 | MVP VISUAL PRESENTATIONS |
| Registration Number: | 2283703 | TRAINEX INTERNATIONAL |
| Registration Number: | 2286970 | MVP INTERNATIONAL |
| Registration Number: | 4004339 | SWANK AUDIO VISUALS |
| Registration Number: | 4250917 | |
| Registration Number: | 4246901 | SWANK MOBILE MEETING MANAGER |
| Registration Number: | 4216632 | THE JOURNEY |
| Serial Number: | 85566572 | SWANKAV.COM |
| Registration Number: | 3467179 | DELIVERING THE SPECTACULAR |
| Registration Number: | 3757902 | FLAWLESS EXECUTION |
| Registration Number: | 3566472 | FLEX 7 |
| Registration Number: | 3467176 | PARTNER |
| Registration Number: | 3624804 | PARTNER AUDIO VISUAL EXCELLENCE |
| Registration Number: | 3715920 | SWANK AUDIO VISUALS |
| Registration Number: | 3793509 | WE PROVIDE CREATIVITY, CONFIDENCE AND CO |

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|---|---|---|
| | 3358802 | WE TRANSFORM ORDINARY MEETINGS INTO EXTR |
| Registration Number: | 3641323 | YOUR RISK FREE FORMULA FOR SUCCESSFUL ME |
| Serial Number: | 85855071 | FL7EX |
| Serial Number: | 85855085 | SWANK AUDIO VISUALS |
| Registration Number: | 3826749 | VAE |
| Serial Number: | 85860643 | PSAV |
| Serial Number: | 85860656 | PSAV |
| Serial Number: | 85860665 | PSAV |
| Serial Number: | 85851634 | FL7EX |
| Serial Number: | 85851170 | SWANKDRAW PSAV |
| Serial Number: | 85430227 | THE TWO SHOW CONCEPT |

CORRESPONDENCE DATA


Fax Number: 8668265420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602


| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | CRS1-39263 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 02/18/2014 |

Total Attachments: 9

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# FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 24, 2014, is made by each entity listed as Grantor on the signature pages hereto (each a "**Grantor**"), collectively, the "**Grantors**"), in favor of Barclays Bank PLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the "**First Lien Agent**").

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the First Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the First Lien Credit Agreement (as such term is defined in the Security Agreement), each Grantor has assigned, pledged and granted to the First Lien Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (the "**Intellectual Property**"). Until the Termination Date (as defined in the First Lien Credit Agreement), the First Lien Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the First Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

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

AUDIO VISUAL SERVICES CORPORATION
AUDIO VISUAL SERVICES (NY) CORPORATION
MVP INTERNATIONAL INC.
AUDIO VISUAL SERVICES GROUP, INC.
VISUAL AIDS ELECTRONICS CORP.
as Grantors

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

[Signature Page to First Lien Intellectual Property Security Agreement]

**ACCEPTED AND ACKNOWLEDGED BY:**

BARCLAYS BANK PLC, as First Lien Agent,

By: _____

Name: Craig J. Malloy
Title: Director

[Signature Page to First Lien Intellectual Property Security Agreement]

## Schedule I
## Trademarks

*U.S. Trademark Registrations*

1. Registrations

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|---|---|---|---|---|---|---|
| 1. | PS PRESENTATION SERVICES (DESIGN) PRESENTATION SERVICES | 2677105 | 01/21/2003 | 76332545 | 10/30/2001 | Audio Visual Services Corporation |
| 2. | AV2U (words only) | 3207317 | 02/13/2007 | 78397332 | 04/06/2004 | Audio Visual Services Corporation |
| 3. | AUDIO VISUAL HEADQUARTERS (words only) | 2688180 | 2/18/2003 | 76332547 | 10/30/2001 | Audio Visual Services Corporation |
| 4. | AVHQ (words only) | 2688179 | 02/18/2003 | 76332544 | 10/30/2001 | Audio Visual Services Corporation |
| 5. | TOTAL AUDIO VISUAL SERVICES | 1233960 | 04/05/1983 | 73231129 | 09/13/1979 | Audio Visual Services (NY) Corporation |
| 6. | AV2U (stylized design) AV2U | 3226653 | April 10, 2007 | 78402596 | 04/15/2004 | Audio Visual Services Corporation |
| 7. | PS (design) | 2719494 | 05/27/2003 | 78147521 | 07/25/2002 | Audio Visual Services Corporation |
| 8. | USAV (words only) | 2789417 | 12/02/2003 | 76337809 | 11/13/2001 | Audio Visual Services Corporation |
| 9. | BLUMBERG COMMUNICATIONS (words only) | 2789416 | 12/02/2003 | 76337803 | 11/13/2001 | Audio Visual Services Corporation |
| 10. | HOSPITALITY RESOURCES INCORPORATED (words only) | 2807131 | 01/20/2004 | 76337805 | 11/13/2001 | Audio Visual Services Corporation |

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|---|---|---|---|---|---|---|
| 11. | AVSC (design + words) AVSC | 2872586 | 08/10/2004 | 78141291 | 07/03/2002 | Audio Visual Services Corporation |
| 12. | AVHQ MEETING SERVICES (words only) | 2872589 | 08/10/2004 | 78142965 | 07/11/2002 | Audio Visual Services Corporation |
| 13. | AVHQ SHOW SOLUTIONS (design) AVHQ SHOW SOLUTIONS | 2875566 | 08/17/2004 | 78141293 | 07/03/2002 | Audio Visual Services Corporation |
| 14. | AVHQ MEETING SERVICES (design) AVHQ MEETING SERVICES | 2880255 | 08/31/2004 | 78141298 | 07/03/2002 | Audio Visual Services Corporation |
| 15. | PSAV | 2882954 | 09/07/2004 | 78142970 | 07/11/2002 | Audio Visual Services Corporation |
| 16. | PSAV Presentation Services (design) PSAV PRESENTATION SERVICES | 2882950 | 09/07/2004 | 78141281 | 07/03/2002 | Audio Visual Services Corporation |
| 17. | AV ON COMMAND (words only) | 2887875 | 09/21/2004 | 78273506 | 07/11/2003 | Audio Visual Services Corporation |
| 18. | AVHQ RENTAL SERVICES (words only) | 2890114 | 09/28/2004 | 78142968 | 07/11/2002 | Audio Visual Services Corporation |
| 19. | AVHQ SHOW SOLUTIONS (words only) | 2890115 | 09/28/2004 | 78142969 | 07/11/2002 | Audio Visual Services Corporation |
| 20. | AUDIO VISUAL HEADQUARTERS (design) AUDIO VISUAL HEADQUARTERS | 1857000 | 10/04/1994 | 74360419 | 02/19/1993 | Audio Visual Services Corporation |
| 21. | AVHQ RENTAL SERVICES (design) AVHQ RENTAL SERVICES | 2952986 | 05/17/2005 | 78141296 | 07/03/2002 | Audio Visual Services Corporation |
| 22. | AV ON COMMAND (design) | 2973519 | 07/19/2005 | 78273512 | 07/11/2003 | Audio Visual Services Corporation |

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|---|---|---|---|---|---|---|
| | AV ON COMMAND | | | | | |
| 23. | BAUER AUDIO VISUAL, INC. (design) BAUER AUDIO VISUAL, INC. | 1908815 | 08/01/1995 | 74471538 | 12/16/1993 | Audio Visual Services Corporation |
| 24. | AUDIOVISUAL HEADQUARTERS | 3049899 | 01/24/2006 | 78523881 | 11/29/2004 | Audio Visual Services Corporation |
| 25. | SOUND & STAGECRAFT | 3055816 | 01/31/2006 | 76337804 | 11/13/01 | Audio Visual Services Corporation |
| 26. | AVHQ AUDIO VISUAL HEADQUARTERS (design) AVHQ AUDIO VISUAL HEADQUARTERS | 3053425 | 01/31/2006 | 78443257 | 06/29/2004 | Audio Visual Services Corporation |
| 27. | USAV UNITED STATES AUDIOVISUAL (design) USAV UNITED STATES AUDIOVISUAL, INC. | 1983623 | 07/02/1996 | 74624384 | 01/23/1995 | Audio Visual Services Corporation |
| 28. | EXECUTIVE EXPRESS (design) executive Express | 2029766 | 01/14/1997 | 74711599 | 08/07/1995 | Audio Visual Services Corporation |
| 29. | PSAV (design) (*no color*) PSAV | 4421222 | 10/22/2013 | 85860300 | 2/26/2013 | Audio Visual Services Corporation dba PSAV Presentation Services |
| 30. | PSAV (design) (*black with yellow*) PSAV | 4421230 | 10/22/2013 | 85860467 | 2/26/2013 | Audio Visual Services Corporation dba PSAV Presentation Services |
| 31. | MVP VISUAL PRESENTATIONS | 2205071 | 11/24/1998 | 75282961 | 04/28/1997 | MVP International Inc. |
| 32. | TRAINEX INTERNATIONAL | 2283703 | 10/5/1999 | 75280404 | 04/24/1997 | MVP International Inc. |

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|---|---|---|---|---|---|---|
| 33. | MVP INTERNATIONAL | 2286970 | 10/19/1999 | 75310332 | 06/17/1997 | MVP International Inc. |
| 34. | SWANK AUDIO VISUALS | 4,004,339 | 08/02/2011 | 77/887,322 | 12/07/2009 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 35. | GLOBE DESIGN ONLY (LOGO ONLY) | 4,250,917 | 11/27/2012 | 85/373,148 | 07/16/2011 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 36. | SWANK MOBILE MEETING MANAGER<br>SWANK MOBILE MEETING MANAGER (& DESIGN) | 4,246,901 | 11/20/2012 | 85/373,156 | 07/16/2011 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 37. | THE JOURNEY | 4,216,632 | 10/02/2012 | 85/430,224 | 09/23/2011 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 38. | SWANKAV.COM | 4,370,738 | 07/23/2013 | 85/566,572 | 03/12/2012 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 39. | DELIVERING THE SPECTACULAR | 3,467,179 | 07/15/2008 | 77/335,511 | 11/21/2007 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 40. | FLAWLESS EXECUTION | 3,757,902 | 03/09/2010 | 77/036,488 | 11/03/2006 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 41. | FLEX 7 | 3,566,472 | 01/27/2009 | 77/195,877 | 06/01/2007 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|---|---|---|---|---|---|---|
| 42. | PARTNER | 3,467,176 | 07/15/2008 | 77/335,458 | 11/21/2007 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 43. | PARTNER AUDIO VISUAL EXCELLENCE (STYLIZED) | 3,624,804 | 05/19/2009 | 78/910,969 | 06/19/2006 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 44. | SWANK AUDIO VISUALS (& DESIGN) | 3,715,920 | 11/24/2009 | 77/344,664 | 12/05/2007 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 45. | 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 | 05/25/2010 | 77/150,566 | 04/06/2007 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 46. | WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS | 3,358,802 | 12/25/2007 | 77/145,016 | 03/30/2007 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 47. | YOUR RISK FREE FORMULA FOR SUCCESSFUL MEETINGS AND EVENTS | 3,641,323 | 06/16/2009 | 78/910,958 | 06/19/2006 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 48. | FLEX 7 | 4439090 | 11/26/2013 | 85855071 | 2/20/2013 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 49. | SWANK AUDIO VISUALS | 4435385 | 11/19/2013 | 85855085 | 2/20/2013 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|---|---|---|---|---|---|---|
| 50. | VAE | 3826749 | 05/18/2010 | 76700349 | 11/12/2009 | Visual Aids Electronics Corp. |

2. Applications

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|---|---|---|---|---|---|---|
| 51. | PSAV (design) (*black with grey*) | | | 85860643 | 2/26/2013 (filed as intent to use) | Audio Visual Services Corporation dba PSAV Presentation Services |
| 52. | PSAV (design) (*white with grey*) | | | 85860656 | 2/26/2013 (filed as intent to use) | Audio Visual Services Corporation dba PSAV Presentation Services |
| 53. | PSAV (design) (*white with yellow*) | | | 85860665 | 2/26/2013 (filed as intent to use) | Audio Visual Services Corporation dba PSAV Presentation Services |
| 54. | FLEX 7 | | | 85851634 | 2/15/2013 | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 55. | SWANK DRAW PSAV | | | 85851170 | 2/15/2013 (filed as intent to use) | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |
| 56. | THE TWO SHOW CONCEPT | | | 85/430,227 | 09/23/2011 (filed as intent to use) | Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.) |