

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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 Second 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

TRADEMARK

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

TRADEMARK

REEL: 005218 FRAME: 0583

	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:	CRS1-39264
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/18/2014

Total Attachments: 9
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND 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 “**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 Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Second Lien Credit Agreement (as such term is defined in the Security Agreement), each Grantor has assigned, pledged and granted to the 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 Second Lien Credit Agreement), the 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 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 do 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 Second 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

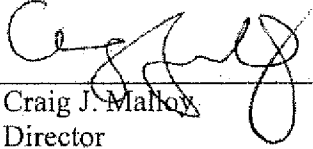
[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 005218 FRAME: 0586

ACCEPTED AND ACKNOWLEDGED BY:

BARCLAYS BANK PLC, as Second Lien
Agent,

By:



Name: Craig J. Malloy
Title: Director

[Signature Page to Second 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) 	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) 	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
						
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) 	3053425	01/31/2006	78443257	06/29/2004	Audio Visual Services Corporation
27.	USAV UNITED STATES AUDIOVISUAL (design) 	1983623	07/02/1996	74624384	01/23/1995	Audio Visual Services Corporation
28.	EXECUTIVE EXPRESS (design) 	2029766	01/14/1997	74711599	08/07/1995	Audio Visual Services Corporation
29.	PSAV (design) (no color) 	4421222	10/22/2013	85860300	2/26/2013	Audio Visual Services Corporation dba PSAV Presentation Services
30.	PSAV (design) (black with yellow) 	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 (& 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.)