

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CP OPCO, LLC		05/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Collateral Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3440805	CLASSIC PARTY RENTALS	
Registration Number:	3440806	CLASSIC TENTS	
Registration Number:	3365923	PRIME EVENT GROUP	
Registration Number:	3440809		
Registration Number:	3440807	DUCKY-BOB'S	
Registration Number:	3365921	UNIQUE TABLETOP RENTALS	
Registration Number:	3440808	TRI-RENTALS	
Registration Number:	2922253	AFFORDABLE ELEGANCE	
Registration Number:	2922259	LINENS WITH PANACHE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-60		

CH \$240.00 3440805

NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	05/23/2014
Total Attachments: 4 source=Notice of Grant of Security Interest- Trademarks#page1.tif source=Notice of Grant of Security Interest- Trademarks#page2.tif source=Notice of Grant of Security Interest- Trademarks#page3.tif source=Notice of Grant of Security Interest- Trademarks#page4.tif	

NOTICE OF GRANT OF SECURITY INTEREST -- TRADEMARKS

This Notice of Grant of Security Interest—Trademark (this “Trademark Security Agreement”) is made as of May 23, 2014, by CP OPCO, LLC (“Grantor”), in favor of BANK OF MONTREAL, in its capacity as Collateral Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor holds the right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 23, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

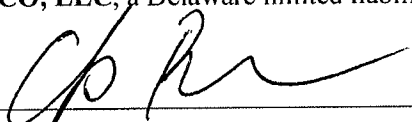
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CP OPCO, LLC, a Delaware limited liability company

By:  _____

Name: Charles Brown

Title: Director, Finance

**SCHEDULE A TO NOTICE OF GRANT OF SECURITY INTEREST –
TRADEMARKS**

Mark	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
CLASSIC PARTY RENTALS	78967509	September 5, 2006	3440805	June 3, 2008	EVENT RENTALS INC.
CLASSIC TENTS	78967519	September 5, 2006	3440806	June 3, 2008	EVENT RENTALS INC.
PRIME EVENT GROUP	78967982	September 6, 2006	3365923	January 8, 2008	EVENT RENTALS INC.
DIAMOND (Design)	78968006	September 6, 2006	3440809	June 3, 2008	EVENT RENTALS INC.
DUCKY-BOB'S	78967529	September 5, 2006	3440807	June 3, 2008	EVENT RENTALS INC.
UNIQUE TABLETOP RENTALS	78967538	September 5, 2006	3365921	January 8, 2008	EVENT RENTALS INC.
TRI-RENTALS	78967963	September 6, 2006	3440808	June 3, 2008	EVENT RENTALS INC.
AFFORDABLE ELEGANCE	76563701	November 24, 2003	2922253	February 1, 2005	CLASSIC PANACHE, INC.
LINENS WITH PANACHE	76564275	November 24, 2003	2922259	February 1, 2005	CLASSIC PANACHE, INC.