

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305766

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Event Rentals, Inc.		05/23/2014	CORPORATION: DELAWARE
CLASSIC PANACHE, INC.		05/25/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CP OpCo, LLC
Street Address:	901 W Hillcrest Boulevard
Internal Address:	c/o Classic Party Rentals
City:	Inglewood
State/Country:	CALIFORNIA
Postal Code:	90301
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

TRADEMARK

ATTORNEY DOCKET NUMBER:	20243-012
NAME OF SUBMITTER:	Virginia Mann
SIGNATURE:	/Virginia Mann/
DATE SIGNED:	05/28/2014

Total Attachments: 9

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**INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of May 23, 2014 (this "Assignment"), is made and entered into by and among Special Event Holding, Inc., a Delaware corporation, Event Rentals, Inc., a Delaware corporation, Dubo Acquisition Corporation, a Delaware corporation, DBO Acquisition Corporation, a Delaware corporation, Classic Party Rentals LP, a Texas limited partnership, Classic Party Rentals, Inc., a California corporation, Classic Midwest, Inc., a Delaware corporation, Classic Northeast, Inc., a Delaware corporation, Classic Panache, Inc., a Delaware corporation, Classic/Prime, Inc., a Delaware corporation, Classic Southeast, Inc., a Delaware corporation, Unique Tabletop Rentals, Inc., a California corporation, and Grand Events and Party Rentals, Inc., a Tennessee corporation (collectively, the "Sellers"), Ableco Finance, LLC, a Delaware limited liability company, as administrative agent for the DIP Lenders (as defined herein) (the "DIP Agent") under the DIP Financing Agreement (as defined herein), and CP OpCo, LLC, a Delaware limited liability company (the "Buyer"). The DIP Agent, Sellers and Buyer are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Sellers and Buyer entered into that certain Asset Purchase Agreement dated as of April 28, 2014 (the "Asset Purchase Agreement");

WHEREAS, Sellers desire to sell, convey, assign, transfer and deliver to Buyer the Purchased Intellectual Property, including, without limitation, all copyrights, trademarks, and domain names (including applications therefor) listed on Schedule A attached hereto, in accordance with the Asset Purchase Agreement;

WHEREAS, Sellers are party to that certain Senior Secured and Superpriority Financing Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "DIP Financing Agreement"), dated as of February 18, 2014, by and among Event Rentals, Inc., as borrower, Special Event Holding, Inc. and the other guarantors from time to time party thereto, as guarantors, the financial institutions from time to time party thereto, as lenders (the "DIP Lenders"), and the DIP Agent, pursuant to which Sellers granted Liens, claims, interests and encumbrances with respect to the Purchased Intellectual Property to the DIP Agent (on behalf of the DIP Lenders);

WHEREAS, pursuant to the Sale Order, dated April 29, 2014 entered by the United States Bankruptcy Court for the District of Delaware (the "Sale Order"), among other things, the sale under the Asset Purchase Agreement was approved; and

WHEREAS, pursuant to the Sale Order, the Liens, claims, interests and encumbrances (other than Liens specifically assumed by Buyer under the Asset Purchase Agreement and Permitted Exceptions) on the Purchased Intellectual Property are released and terminated, as of the Closing Date.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Release and Termination of Liens. The DIP Agent hereby acknowledges and agrees that it has no Liens, claims, interests and encumbrances in any of the Purchased Intellectual Property and such Liens, claims, interests and encumbrances in the Purchased Intellectual Property have been released and terminated, effective as of the Closing Date.

2. Assignment and Assumption. Sellers hereby sell, convey, assign, transfer and deliver to the Buyer, and Buyer hereby accepts the sale, conveyance, assignment, transfer and delivery of, all of Sellers' right, title and interest in and to the Purchased Intellectual Property, including those listed on Schedule A attached hereto, and all goodwill appurtenant thereto.

3. Effectiveness. This Assignment shall be effective as of the Closing.

4. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of Sellers or Buyer contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, except to the extent that such Laws are superseded by the Bankruptcy Code.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

8. Entire Agreement. This Assignment (together with the Asset Purchase Agreement) constitutes the entire agreement and understanding of the DIP Agent, Buyer and Sellers with respect to the matters contemplated by this Assignment and supersedes any previous agreement among the DIP Agent, Buyer and Sellers in relation to such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

SELLERS

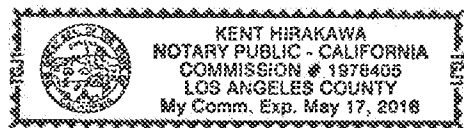
SPECIAL EVENT HOLDING, INC.
EVENT RENTALS, INC.
DUBO ACQUISITION CORPORATION
DBO ACQUISITION CORPORATION
CLASSIC PARTY RENTALS LP
CLASSIC PARTY RENTALS, INC.
CLASSIC MIDWEST, INC.
CLASSIC NORTHEAST, INC.
CLASSIC PANACHE, INC.
CLASSIC/PRIME, INC.
CLASSIC SOUTHEAST, INC.
UNIQUE TABLETOP RENTALS, INC.
GRAND EVENTS AND PARTY RENTALS, INC.

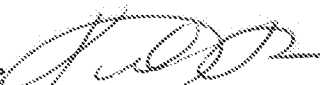
By: 
Name: Jeff Black
Title: President & CEO

STATE OF California)
COUNTY OF Los Angeles) ss.

On May 20th, 2014 before me, Kent HIRAKAWA / Notary Public
personally appeared Jeff Black
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature 
(NOTARY SEAL)

BUYER

CP OPCO, LLC

By: _____

Name: _____

Title: _____

JOSEPH D. GLATT
VICE PRESIDENT

STATE OF New York }
COUNTY OF New York } ss.

On 5/22/14 before me, Jennifer L. Becker
personally appeared Joseph D. Glatt
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
(NOTARY SEAL)

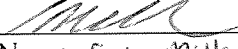
JENNIFER L. BECKER
Notary Public, State of New York
No. 01BE627697
Qualified in New York County
Commission Expires March 11, 2017

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 005287 FRAME: 0460

AGENT AND DIP AGENT

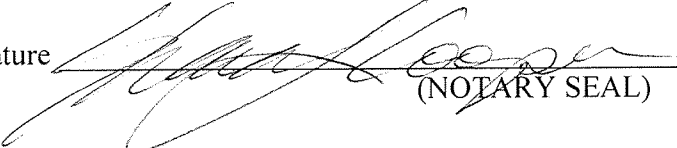
ABLECO FINANCE LLC, in its capacity
as the Agent and the DIP Agent

By: 
Name: Eric Miller
Title: Senior Vice President

STATE OF New York }
COUNTY OF New York } ss.

On May 22, 2014 before me, Shara L. Cooper
personally appeared Eric Miller,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature 
(NOTARY SEAL)

SHARA L. COOPER
Notary Public, State of New York
No. 01CO6151527
Qualified in New York County
Commission Expires Aug. 21, 2014

Schedule A

I. United States Registered Copyrights and Copyright Applications

“Classic Party Rentals: creative party planning & events”, Registration number Vau238369, registered October 5, 1992 to Classic Party Rentals, subsequent assignments for security to Dymas Funding Company, LLC at Document Numbers V3532D324 and V3547D110.

II. United States Registered Trademarks and Trademark Applications

Trademark	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.
CLASSIC PARTY RENTALS	N/A	N/A	111356 (Alabama)	March 10, 2009	GRAND EVENTS AND PARTY RENTALS, INC
CAPITAL PARTY RENTALS	N/A	N/A	8171 (Virginia)	November 27, 2006	CLASSIC SOUTHEAST, INC.

III. Domain Names

Domain	Registrant
abbeyeentservises.com	Classic Party Rentals, Inc.
abbeyrentals.com	Classic Party Rentals, Inc.

Domain	Registrant
atlantapartyplus.com	Classic Party Rentals, Inc.
capitalpartyrentals.biz	Classic Party Rentals, Inc.
capitalpartyrentals.com	Classic Party Rentals, Inc.
capitalpartyrentals.net	Classic Party Rentals, Inc.
career-ops.com	Classic Party Rentals, Inc.
chicagopartyrental.com	Classic Party Rentals, Inc.
chicagopartyrental.net	Classic Party Rentals, Inc.
classiceventgroup.com	Classic Party Rentals, Inc.
classiceventgroup.net	Classic Party Rentals, Inc.
classiceventsolution.com	Classic Party Rentals, Inc.
classicgenesistree.com	Classic Party Rentals, Inc.
classicindustrialstructures.com	Classic Party Rentals, Inc.
classicparty.net	Classic Party Rentals, Inc.
classicpartyrental.com	Classic Party Rentals, Inc.
classicpartyrentals.ca	Classic Party Rentals, Inc.
classicpartyrentals.com	Classic Party Rentals, Inc.
classicpartyrentals.net	Classic Party Rentals, Inc.
classicpartyrentalsblog.com	Classic Party Rentals, Inc.
classictentrentals.com	Classic Party Rentals, Inc.
classictents.com	Classic Party Rentals, Inc.
classictents.net	Classic Party Rentals, Inc.
classic-tents.net	Classic Party Rentals, Inc.
duckybobs.com	Classic Party Rentals, Inc.
erillc.com	Classic Party Rentals, Inc.
eventrentals.com	Classic Party Rentals, Inc.
festivefarerentals.com	Classic Party Rentals, Inc.
fiestarental.com	Classic Party Rentals, Inc.
fiestarentals.com	Classic Party Rentals, Inc.
genesis-structures.com	Classic Party Rentals, Inc.
genesis-structures.net	Classic Party Rentals, Inc.
genesistents.com	Classic Party Rentals, Inc.
genesistents.net	Classic Party Rentals, Inc.
grandeventrentals.com	Classic Party Rentals, Inc.
grand-events.com	Classic Party Rentals, Inc.
labellapartyrental.com	Classic Party Rentals, Inc.
linenswithpanache.com	Classic Party Rentals, Inc.
linenswithpanache.net	Classic Party Rentals, Inc.
linenswithpanache.org	Classic Party Rentals, Inc.
lowcountryeventrentals.com	Classic Party Rentals, Inc.
napatents.com	Classic Party Rentals, Inc.
napaweddingtents.com	Classic Party Rentals, Inc.

Domain	Registrant
nationalresponse.com	Classic Party Rentals, Inc.
panachepartyrental.com	Classic Party Rentals, Inc.
partyshowcase.com	Classic Party Rentals, Inc.
primeeventgroup.com	Classic Party Rentals, Inc.
primeeventgroup.info	Classic Party Rentals, Inc.
primestructures.com	Classic Party Rentals, Inc.
primestructures.info	Classic Party Rentals, Inc.
primestructuresinc.info	Classic Party Rentals, Inc.
redhotrentals.biz	Classic Party Rentals, Inc.
regalrents.com	Classic Party Rentals, Inc.
regencyeventrentals.com	Classic Party Rentals, Inc.
regencyeventrentals.net	Classic Party Rentals, Inc.
regencypartyrentals.net	Classic Party Rentals, Inc.
regencyrents.com	Classic Party Rentals, Inc.
regencyrents.net	Classic Party Rentals, Inc.
regencytentrentals.com	Classic Party Rentals, Inc.
regencytentrentals.net	Classic Party Rentals, Inc.
regencytents.com	Classic Party Rentals, Inc.
regencytents.net	Classic Party Rentals, Inc.
sonomatents.com	Classic Party Rentals, Inc.
sonomaweddingtents.com	Classic Party Rentals, Inc.
specialeventsrentals.com	Classic Party Rentals, Inc.
thethememachineinc.com	Classic Party Rentals, Inc.
trirentals.com	Classic Party Rentals, Inc.
triservepr.com	Classic Party Rentals, Inc.
uniquetabletop.com	Classic Party Rentals, Inc.
uniquetabletops.com	Classic Party Rentals, Inc.
watermillparty.com	Classic Party Rentals, Inc.
classicaidaho.com	Classic/Prime, Inc.
classicprime.com	Classic/Prime, Inc.
uniquetabletoprentals.com	Unique Tabletop Rentals, Inc.
uniquetabletoprentals.com	Unique Tabletop Rentals, Inc.
albuquerque.classicpartyrentals.com	Classic Party Rentals, Inc.
atlanta.classicpartyrentals.com	Classic Party Rentals, Inc.
charlotte.classicpartyrentals.com	Classic Party Rentals, Inc.
charlottesville.classicpartyrentals.com	Classic Party Rentals, Inc.
chicago.classicpartyrentals.com	Classic Party Rentals, Inc.
classicpartyrentals.com/classic-event-solution	Classic Party Rentals, Inc.
dallas.classicpartyrentals.com	Classic Party Rentals, Inc.
dulles.classicpartyrentals.com	Classic Party Rentals, Inc.

Domain	Registrant
elsegundo.classicpartyrentals.com	Classic Party Rentals, Inc.
inglewood.classicpartyrentals.com	Classic Party Rentals, Inc.
lasvegas.classicpartyrentals.com	Classic Party Rentals, Inc.
memphis.classicpartyrentals.com	Classic Party Rentals, Inc.
modesto.classicpartyrentals.com	Classic Party Rentals, Inc.
napa.classicpartyrentals.com	Classic Party Rentals, Inc.
nashville.classicpartyrentals.com	Classic Party Rentals, Inc.
newyork.classicpartyrentals.com	Classic Party Rentals, Inc.
orangecounty.classicpartyrentals.com	Classic Party Rentals, Inc.
palmdesert.classicpartyrentals.com	Classic Party Rentals, Inc.
phoenix.classicpartyrentals.com	Classic Party Rentals, Inc.
pompanobeach.classicpartyrentals.com	Classic Party Rentals, Inc.
raleigh.classicpartyrentals.com	Classic Party Rentals, Inc.
sacramento.classicpartyrentals.com	Classic Party Rentals, Inc.
sandiego.classicpartyrentals.com	Classic Party Rentals, Inc.
sanfrancisco.classicpartyrentals.com	Classic Party Rentals, Inc.
santabarbara.classicpartyrentals.com	Classic Party Rentals, Inc.
tampa.classicpartyrentals.com	Classic Party Rentals, Inc.
torrance.classicpartyrentals.com	Classic Party Rentals, Inc.
westpalmbeach.classicpartyrentals.com	Classic Party Rentals, Inc.

IV. United States Patents and Pending Patents

None

V. Non-U.S. Patents and Pending Patents

None