

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CP OPCO, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Collateral Agent		
<b>Street Address:</b>	111 W Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3440805	CLASSIC PARTY RENTALS	
<b>Registration Number:</b>	3440806	CLASSIC TENTS	
<b>Registration Number:</b>	3440809		
<b>Registration Number:</b>	3440807	DUCKY-BOB'S	
<b>Registration Number:</b>	3440808	TRI-RENTALS	
<b>Registration Number:</b>	3365921	UNIQUE TABLETOP RENTALS	
<b>Registration Number:</b>	3365923	PRIME EVENT GROUP	
<b>Serial Number:</b>	86406368	PANACHE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		

CH \$215.00 3440805

<b>DATE SIGNED:</b>	10/06/2014
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2014, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Bank of Montreal ("BMO"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the CP OpCo, LLC, a Delaware limited liability company (the "Borrower"), CP MidCo, LLC, a Delaware limited liability company ("Holdings"), Classic Tents, LLC, a Delaware limited liability company (the "Subsidiary Guarantor"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and BMO, as administrative agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of September 30, 2014, in favor of the Collateral Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed; provided, further, that upon such filing, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

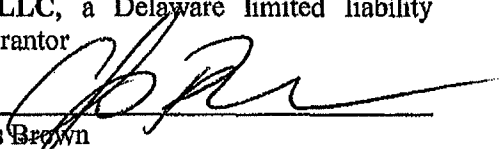
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CP OPCO, LLC, a Delaware limited liability company, as Grantor

By:   
Name: Charles Brown  
Title: Director, Finance

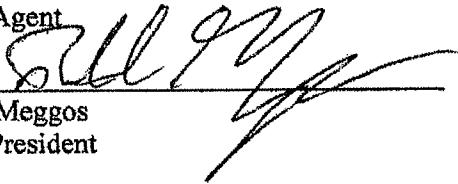
Trademark Security Agreement (CPR)

**TRADEMARK**  
**REEL: 005375 FRAME: 0364**

ACCEPTED AND AGREED  
as of the date first above written:

**BANK OF MONTREAL**  
as Collateral Agent

By: \_\_\_\_\_  
Name: Todd Meggos  
Its: Vice President

A handwritten signature in black ink, appearing to read 'Todd Meggos', is written over a horizontal line. The signature is stylized and extends to the right of the line.

Trademark Security Agreement (CPR)

**TRADEMARK**  
**REEL: 005375 FRAME: 0365**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Application No.	Filing Date	Reg. No.	Reg. Date
CLASSIC PARTY RENTALS	78967509	September 5, 2006	3440805	June 3, 2008
CLASSIC TENTS	78967519	September 5, 2006	3440806	June 3, 2008
DIAMOND (Design)	78968006	September 6, 2006	3440809	June 3, 2008
DUCKY-BOB'S	78967529	September 5, 2006	3440807	June 3, 2008
TRI-RENTALS	78967963	September 6, 2006	3440808	June 3, 2008
UNIQUE TABLETOP RENTALS	86404464	September 24, 2014	3365921	January 8, 2008
PRIME EVENT GROUP	86404662	September 24, 2014	3365923	January 1, 2008

B. TRADEMARK APPLICATIONS

Mark	Application No.	Filing Date
PANACHE	86406368	September 25, 2014