

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN AUDIO VISUAL CENTER, INC.		04/30/2015	CORPORATION: ARIZONA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	4545324	AMERICAN AUDIO VISUAL CENTER	
Registration Number:	3474677	AVC AMERICAN AUDIO VISUAL CENTER EXTREME	
Registration Number:	3305797	EXTREME CUSTOMER SERVICE	
Serial Number:	86491418	BLUE AVENUE STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	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:	CRS1-40080		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	05/07/2015		

OP \$115.00 4545324

Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2015, is made by AMERICAN AUDIO VISUAL CENTER, INC., an Arizona corporation (the “**Grantor**”), in favor of Barclays Bank PLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Second Lien Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of January 24, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the Second Lien Agent and certain other parties thereto, in order to secure payment of certain Secured Obligations (as defined in the Second Lien Credit Agreement), the Grantor has assigned, pledged and granted to the Second 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 Second Lien Credit Agreement), the Second 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 Grantor, 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 Second 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 Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Second Lien Credit 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, the 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.

AMERICAN AUDIO VISUAL CENTER, INC.,
as Grantor

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

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005512 FRAME: 0193

ACCEPTED AND ACKNOWLEDGED BY:

BARCLAYS BANK PLC,
as Second Lien Agent

By: _____

Name:
Title:



Craig Malloy
Director

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Schedule I
Trademarks**

U.S. Trademark Registrations

1. Registrations

No.	Title	Type	Reg. No.	Reg. Date	App. No.	Filing Date	Owner
1.	American Audio Visual Center AMERICAN AUDIO VISUAL CENTER	Block letters	4545324	03-JUN-2014	85768255	31-OCT-2012	American Audio Visual Center, Inc.
2.	American Audio Visual Center Extreme Customer Service  AMERICAN AUDIO VISUAL CENTER	Word and design	3474677	29-JUL-2008	77159680	18-APR-2007	American Audio Visual Center, Inc.
3.	Extreme Customer Service EXTREME CUSTOMER SERVICE	Block letters	3305797	09-OCT-2007	77070450	22-DEC-2006	American Audio Visual Center, Inc.

2. Applications

No.	Title	Type	Reg. No.	Reg. Date	App. No.	Filing Date	Applicant
4.	Blue Avenue Studios BLUE AVENUE STUDIOS	Word mark			86491418	29-DEC-2014	American Audio Visual Center, Inc.

Schedule II
Patents

United States Patent Registrations

1. Registrations

None.

2. Applications

None.

Schedule III
Copyrights

United States Copyright Registrations

1. Registrations

None.

2. Applications

None.