

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/03/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XL Video, Inc.		06/03/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Production Resource Group, L.L.C.		
Street Address:	200 Business Park Drive, Suite 109		
City:	Armonk		
State/Country:	NEW YORK		
Postal Code:	10540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2337594	XL VIDEO	
Registration Number:	4747176	XL VIDEO	
Registration Number:	4897151	XL VIDEO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	845-567-5870		
Email:	rmanners@prg.com		
Correspondent Name:	Robert Manners		
Address Line 1:	200 Business Park Drive, Suite 109		
Address Line 4:	Armonk, NEW YORK 10504		
NAME OF SUBMITTER:	Robert A. Manners		
SIGNATURE:	/RAM/		
DATE SIGNED:	10/06/2016		
Total Attachments: 9			
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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (this "Agreement"), effective as of June 3, 2015, among **PRODUCTION RESOURCE GROUP, L.L.C.**, a Delaware limited liability company ("PRG LLC"), **XL HOLDING NV**, a limited liability company (*naamloze vennootschap*) organized and existing under the laws of Belgium ("Holding"), and **XL VIDEO, INC.**, a California corporation and wholly-owned subsidiary of Holding ("XLV").

RECITALS

WHEREAS, Holding is the owner of twenty thousand four hundred eight (20,408) shares (the "Shares") of the Class A Common Stock of XLV and, as such, is the registered holder of all shares of capital stock of XLV; and

WHEREAS, Holding is jointly owned by PRG LLC, PRG Holdings GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of the Federal Republic of Germany ("PRG GMBH") and Production Resource Group (Europe) Limited, a limited liability company incorporated under the laws of England and Wales ("PRG LLC"), PRG GMBH and PRG LLC being indirect wholly-owned subsidiaries of PRG LLC; and

WHEREAS, in order to rationalize the structure of the PRG LLC and its subsidiaries, PRG LLC and Holding desire that Holding sell all of its shares in XLV to PRG on the terms and subject to the conditions set forth in this Agreement for the consideration set forth herein; and

WHEREAS, the parties have determined that the transactions contemplated by this Agreement are in the best interests of the parties;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the parties mutually agree as follows.

1. PURCHASE AND SALE OF STOCK.

1.1 Purchase and Sale.

On the terms and subject to the conditions contained in this Agreement, PRG LLC agrees to purchase from Holding, and Holding agrees to sell to PRG LLC, the Shares in exchange for a purchase price of three hundred twenty and 65.85653/100 dollars (\$320.6585653) per share (the "Per Share Price") or an aggregate of six million five hundred forty-four thousand and no/100 dollars (\$6,544,000.00) (the "Purchase Price"). The Purchase Price shall be payable by delivery by PRG LLC to Holding of a non-recourse promissory note (the "Note") in the form of Exhibit A hereto.

1.2 The Closing.

Subject to the terms and conditions contained in this Agreement, the closing (the "Closing") of the sale of Shares shall be held on June 3, 2015, or such other date as the parties shall agree (the "Closing Date"). At the Closing:

- (a) Holding shall deliver to XLV:
 - (i) one or more certificates representing the Shares; and
 - (ii) stock powers, executed in blank, with respect to each such certificate;

and by its delivery of the certificates and stock powers to XLV, Holding instructs XLV to transfer the Shares to PRG LLC on the books and records of XLV, and to issue to PRG LLC a certificate representing the twenty thousand four hundred eight (20,408) Shares registered in the name of Production Resource Group, L.L.C.; and

- (b) PRG LLC shall deliver to Holding the executed Note.

1.3 Valuation.

The parties agree that the fair market value of the Shares on the Closing Date is equal to the Purchase Price, and that such parties will treat the Purchase Price as such in the preparation of all federal, state and local income tax returns.

2. MISCELLANEOUS

2.1 Governing Law.

THIS AGREEMENT AND THE NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ITS CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION).

2.2 Successors and Assignees.

This Agreement shall benefit and bind the successors and assigns of each of the parties.

2.3 Amendment and Waiver.

This Agreement may be amended with (and only with) the written consent of PRG LLC, Holding and XLV.

2.4 Entire Agreement.

This Agreement and the Note constitute the final written expression of all of the terms and are the complete and exclusive statement of those terms.

2.5 Duplicate Original, Execution in Counterpart.

The parties may sign two or more duplicate originals of this Agreement, each of which shall be an original but all of which together shall constitute one and the same agreement. This Agreement may be executed in one or more counterparts and shall be effective when each party shall have executed at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered on its behalf, this Agreement.

PRODUCTION RESOURCE GROUP, L.L.C.

By: Robert Manners
Name: Robert Manners
Title: Executive Vice President

XL HOLDING NV

By: _____
Name:
Title:

XL VIDEO, INC.

By: Robert Manners
Name: Robert Manners
Title: Vice President

2.5 Duplicate Original, Execution in Counterpart.

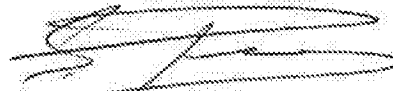
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IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered on its behalf, this Agreement.

PRODUCTION RESOURCE GROUP, L.L.C.

By: _____
Name:
Title:

XL HOLDING NV

By: 
Name: *S. PARSONS*
Title: *Proxy Holder*

XL VIDEO, INC.

By: _____
Name:
Title:

**EXHIBIT A
PROMISSORY NOTE**

**PRODUCTION RESOURCE GROUP, L.L.C.
TERM PROMISSORY NOTE**

\$6,544,000.00

June 3, 2015

PRODUCTION RESOURCE GROUP L.L.C., a Delaware limited liability company (the "Borrower") for value received, hereby promises to pay to **XL HOLDING NV**, a limited liability company (*naamloze vennootschap*) organized under the laws of Belgium (the "Lender"), the principal sum of six million five hundred forty-four thousand dollars (\$6,544,000.00) on June 3, 2020 (the "Maturity Date") unless accelerated pursuant to the terms hereof.

1. Interest. Interest (computed on the basis of a 360-day year of twelve 30-day months) shall accrue on unpaid principal balance of this Note from the date of this Note at the Applicable Rate *per annum*, and shall compound quarterly in arrears on the third day of each March, June, September and December (the quarterly period beginning on each such date being an "Interest Period") if not paid, commencing on the third day of September 2015. "Applicable Rate" shall mean LIBOR plus five percentage points (5.00%). "LIBOR" means, for each Interest Period, a rate per annum equal to the greater of one percent (1.00%) and the offered rate for deposits in U.S. dollars in an amount comparable to the amount of the applicable loan in the London interbank market for a three month Interest Period which is published by the ICE Benchmark Administration (or any successor thereto) and currently appears on the Reuters LIBOR01 Page as of 11:00 a.m. (London time) on the day which is two (2) business days prior to the first day of such Interest Period for a term comparable to such Interest Period. In the event that such rate is not available, the Lender shall substitute a comparable rate.

2. Payment.

(a) If not paid earlier, the outstanding principal and interest balance of the Loan shall be due and payable to the Lender on the Maturity Date.

(b) Borrower shall have the right to prepay, at any time: (i) all or any portion of the interest that has accrued and remains unpaid interest on the Loan as of the date of prepayment; or (ii) all or any portion of the principal amount of the Loan at any time, provided that all such payments shall be made together with all interest that has accrued and remains unpaid interest on the Loan as of the date of prepayment.

3. An "Event of Default" shall exist if any of the following occurs and is continuing:

(a) Payments – Borrower shall fail to make any payment on this Note on or before the date such payment is due;

(b) Other Defaults – Borrower shall fail to comply with any other provision of any Loan Document;

(c) Representations or Warranties – any representation, warranty or other statement by or on behalf of Borrower contained in any Loan Document shall have been false or misleading in any material respect when made;

(d) Involuntary Bankruptcy Proceedings –

(i) a receiver, custodian or trustee of the Borrower or any substantial part of its property, is appointed by court order and such order remains in effect for more than 90 days;

(ii) the Borrower is adjudicated a bankrupt or insolvent or is the subject of an order for relief;

(iii) any substantial part of the property of the Borrower is sequestered by court order and the order remains in effect for more than 90 days; or

(iv) anyone files a petition against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law and the petition is not dismissed within 90 days;

(e) Assignments for Benefit of Creditors, etc. – Borrower makes an assignment for the benefit of its creditors, or admits in writing its inability to pay debts, fails to pay its debts generally as they become due or consents to the appointment of a receiver, liquidator or trustee; or a moratorium is declared in respect of any indebtedness of Borrower; or

(f) Voluntary Bankruptcy Proceedings – Borrower files a bankruptcy petition or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or consents to the filing of any such petition against it.

4. Remedies.

(a) Acceleration. If any Event of Default pursuant to Section 3(d)(ii) or 3(f) of this Promissory Note exists, the principal amount of the Note and all accrued and unpaid interest shall become immediately due and payable. If any other Event of Default shall exist, Lender may declare the principal amount of the Note and all accrued and unpaid interest to be due and payable by written notice to Borrower.

(b) **Waivers.** Borrower waives presentment, demand, protest or notice of any kind in connection with any acceleration of this Note.

(c) **Set-off.** In addition to any rights and remedies of Lender provided by law, Lender shall have the right, without prior notice to Borrower, any such notice being expressly waived by Borrower to the extent permitted by applicable law, upon the occurrence and during the continuance of a Default or an Event of Default, to set-off and apply against this Note any amount owing from Lender to Borrower. The aforesaid right of set-off may be exercised by Lender against Borrower or against any trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, receiver or execution, judgment or attachment creditor of Borrower or against anyone else claiming through or against Borrower or such trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off shall not have been exercised by Lender prior to the occurrence of a Default or an Event of Default. Lender shall promptly notify Borrower after any such set-off and application made by Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application.

(d) **Other Remedies.** If any Event of Default exists, then holder of this Note may exercise all rights and remedies provided in the Loan Documents, under the law of any applicable jurisdiction or otherwise available at law or in equity. The rights, powers and remedies of Lender under this Loan Agreement shall be in addition to all rights, powers and remedies given to Lender by virtue of any applicable law, rule or regulation of any governmental authority, any transaction contemplated thereby or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Lender's rights hereunder.

(e) **Expenses.** If a Default or Event of Default exists, Borrower shall pay the holders of this Note all its costs and expenses, including attorney's fees, in taking any action required or permitted by this section 4 of this Note, otherwise available under the Loan Documents or otherwise available at law or in equity and in taking any action to collect upon or enforce this Note and the other Loan Documents. The aggregate amount of such costs, expenses and attorneys fees shall be additional obligations of Borrower under this Note.

5. **Transfer.** This Promissory Note may not be transferred without the consent of the Borrower.

6. **GOVERNING LAW.** THIS PROMISSORY NOTE IS GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION).

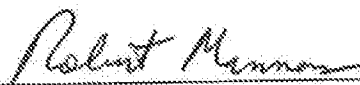
7. CERTAIN WAIVERS AND CONSENTS.

(a) Waiver of Jury Trial. BORROWER VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF THIS NOTE.

(b) Consent to Jurisdiction. ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS NOTE OR TO EXECUTE OR OTHERWISE ENFORCE ANY JUDGMENT IN RESPECT HEREOF OR ANY BREACH HEREUNDER MAY BE BROUGHT AGAINST BORROWER IN ANY FEDERAL DISTRICT COURT OR NEW YORK STATE COURT LOCATED IN NEW YORK, NEW YORK OR WHITE PLAINS, NEW YORK. BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF EACH SUCH COURT; WAIVES AND AGREES NOT TO ASSERT IN ANY PROCEEDING BEFORE ANY SUCH COURT ANY CLAIM THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY SUCH COURT; WAIVES ANY OBJECTION BORROWER MAY HAVE TO THE LAYING OF VENUE IN ANY SUCH COURT; AND WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) Service of Process. BORROWER IRREVOCABLY AGREES THAT PROCESS SERVED IN THE MANNER PROVIDED FOR COMMUNICATIONS IN SECTION 6.1 OF THE LOAN AGREEMENT SHALL CONSTITUTE, TO THE EXTENT PERMITTED BY LAW, ADEQUATE SERVICE OF PROCESS IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS NOTE OR TO EXECUTE OR ENFORCE ANY JUDGMENT IN RESPECT HEREOF.

PRODUCTION RESOURCE GROUP, L.L.C.

By: 
Name: Robert Manners
Title: Executive Vice President

INCORPORATED UNDER THE LAWS OF
THE STATE OF CALIFORNIA

No. R-100

20,408 Share(s)

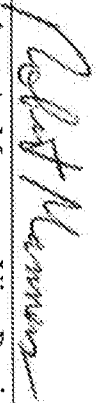
XI VIDEO, INC.


CLASS A VOTING COMMON STOCK

(SEE LEGEND ON REVERSE OF THIS CERTIFICATE)

THIS CERTIFIES that **Production Resource Group, L.L.C.** is the registered holder of Twenty Thousand Four Hundred Eight (20,408) Shares transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed. *The Corporation will furnish at its principal office, without charge to each stockholder who so requests, a statement of the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.*

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed. Dated this 3rd day of June, 2015.


Robert A. Manners, Vice President


Susan Eisner, Assistant Secretary

TRADEMARK