

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercantile Bank of Michigan		07/28/2017	Michigan Banking Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Staging Concepts Acquisition, LLC		
Street Address:	7008 Northland Drive North		
Internal Address:	Suite 150		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55428		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1639763	STAGING CONCEPTS	
Registration Number:	2943491	STAGING CONCEPTS	
Registration Number:	4682396	ARCHITECTURAIL	
Registration Number:	4568799	SC RAILING COMPANY	
Registration Number:	4842123	BRAVADO	
CORRESPONDENCE DATA			
Fax Number:	5409837711		
<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:	5409837611		
Email:	mhertz@woodsrogers.com		
Correspondent Name:	Michael J. Hertz		
Address Line 1:	10 South Jefferson Street		
Address Line 2:	Suite 1400		
Address Line 4:	Roanoke, VIRGINIA 24011		
NAME OF SUBMITTER:	Michael J. Hertz		
SIGNATURE:	/Michael J. Hertz/		
DATE SIGNED:	08/16/2017		

OP \$140.00 1639763

Total Attachments: 8

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July 28, 2017

Staging Concepts Acquisition, LLC
c/o Blackford Capital
190 Monroe Ave. NW, Suite 600
Grand Rapids, MI 49503

RE: Payoff of Obligations of Staging Concepts Acquisition, LLC, a Delaware limited liability company ("Borrower"), to Mercantile Bank of Michigan ("Lender")

Dear Ladies and Gentlemen:

Reference is made to the following:

A. The Credit Agreement dated as of September 14, 2015 (as amended or modified from time to time, the "Agreement"), by and between Borrower and Lender. Capitalized terms used but not defined in this letter have the meanings given to them in the Agreement; and

B. The multicard facility of Borrower with Lender (the "Multicard Facility") (the documents evidencing the Multicard Facility are called the "Multicard Facility Documents" and all obligations of Borrower to Lender with respect to the Multicard Facility and the Multicard Facility Documents are called the "Multicard Facility Obligations").

Borrower has informed Lender that it intends to:

1. Terminate all rights, if any, that it may have to obtain loans or other financial accommodations from Lender and its affiliates under the Agreement and the other Loan Documents.
2. Repay all outstanding loans and other in full on or about July 31, 2017.
3. Provide Lender with cash collateral (the "Cash Collateral") in an amount equal to 105% of the total aggregate amount of the Continuing L/C (as defined below).
4. Provide Lender with cash collateral (the "Multicard Cash Collateral") in an amount equal to \$175,000.

If received by 3:00 pm (Grand Rapids time) on July 31, 2017, the total cash amount due is \$3,033,180.03 (the "Cash Payoff Amount"), consisting of:

\$1,926,425.89	in principal under the Revolving Loans,
\$(4,665.01)	in interest under the Revolving Loans,

\$803,093.67	in principal under Term Loan A,
\$2,810.82	in interest under Term Loan A,
\$77,490.00	in principal under Term Loan B,
\$259.91	in interest under Term Loan B,
\$48,536.25	representing the Cash Collateral,
\$175,000.00	representing the Multicard Cash Collateral,
\$0.00	in Refinancing Fees,
\$650.00	in treasury management fees, and
\$3,578.50	in legal fees.

The Cash Payoff Amount assumes no borrowings or repayments after 3:00 p.m. (Grand Rapids time) on July 27, 2017 with respect to the Agreement. If Lender does not receive the Required Items (as defined below) by 3:00 p.m. (Grand Rapids time) on July 31, 2017, the per diem increase in the Cash Payoff Amount is \$453.92, which consists of \$307.69 for the Revolving Loans, \$133.85 for Term Loan A, and \$12.38 for Term Loan B.

The Cash Payoff Amount (including any applicable per diem amount) and a fully executed copy of this letter (collectively, the "Required Items") must be delivered to Lender by 3:00 pm (Grand Rapids time) on July 31, 2017. \$3,029,601.53 of the Cash Payoff Amount (including any applicable per diem amount) must be paid to Lender by wire transfer of immediately available funds directed as follows:

Mercantile Bank of Michigan
 ABA No.: 072413829
 Account No.: 147119-90-55
 Beneficiary: Staging Concepts
 Attention: Contact Kitty Kale or Andrew Miedema for
 Further Instructions

\$3,578.50 of the Cash Payoff Amount must be paid to Lender's counsel by wire transfer of immediately available funds directed as follows:

JPMorgan Chase Bank, N.A.
 611 Woodward Avenue
 Detroit, Michigan 48226

ABA #: 021 000 021

for credit to Dickinson Wright PLLC
Account #: 38852
Re: 25444-72 (Stadium Consolidation, LLC)

Upon Lender and its counsel's receipt of the Required Items in accordance with the terms of this letter:

1. Lender's and its affiliates' obligations, if any, to provide any loans or other financial accommodations to Borrower terminates.

2. Except with respect to the Continuing L/C and the Multicard Facility Obligations, all of the indebtedness and other obligations of the Obligors (as defined below) shall be paid and satisfied in full.

3. Except with respect to the Cash Collateral and the Multicard Cash Collateral, the liens and security interests granted to Lender by Obligors under the Loan Documents and the Multicard Facility Documents (the "Lender Liens") are automatically released and terminated. The term "Obligors" includes Borrower, and in their capacity as guarantors, Stadium Consolidation, LLC, a Delaware limited liability company ("Holdings"), and SCA Holdco, Inc., a Delaware corporation ("SCA Holdco"), and together with Holdings, collectively, "Guarantors").

4. Borrower or its designees are authorized to file UCC amendments to evidence the termination of the Lender Liens, and Lender will, at Borrower's expense, execute and deliver such trademark releases, patent releases, mortgage releases, and other documents as Borrower may reasonably request to evidence the termination of the Lender Liens (collectively, the "Discharges"). Borrower or its designees are responsible to draft and file the Discharges and to pay all filing fees. Upon request by the Borrower, at Borrower's expense, Lender will deliver or cause to be delivered to the Borrower each stock or unit certificate, and any other instrument previously delivered by the Borrower pursuant to the Loan Documents, if any.

Notwithstanding anything to the contrary in this letter, Borrower and Lender hereby acknowledge and agree that the Cash Payoff Amount excludes all Multicard Facility Obligations. The Multicard Facility Documents and the Multicard Facility Obligations will remain in full force and effect; *provided* that (a) Borrower may terminate the Multicard Facility Documents in accordance with their terms, (b) subject to clause (c), the maximum permitted amount of the Credit Card Obligations on and after the date of this letter is \$175,000, and (c) Lender may terminate the Multicard Facility at any time on or after October 31, 2017 or upon either (i) any breach of this letter by Borrower, or (ii) otherwise in accordance with the terms of the Multicard Facility Documents. Without limiting Borrower's other reaffirmations in this letter, Borrower hereby specifically: (A) ratifies and reaffirms Borrower's obligations under the Multicard Facility Documents, and (B) acknowledges and agrees that the Multicard Facility Documents survive the receipt of the Cash Payoff Amount until the termination of the Multicard Facility Documents subject to, and in accordance with, their respective terms. Borrower agrees that the Multicard Cash Collateral will be held by Lender in a non-interest bearing,

blocked collateral account at Lender, which may be in the name of Lender (the "Cash Collateral Account"), as cash collateral for, and to secure, the prompt payment and performance in full of the Multicard Facility Obligations. Borrower hereby grants to Lender a continuing security interest in, and right of setoff and common law pledge and lien against, all right, title, and interest of Borrower in, to and under the Multicard Cash Collateral and the Cash Collateral Account. Such security interest in the Multicard Cash Collateral and the Cash Collateral Account is, and will continue to be, a first priority security interest therein to secure the Multicard Facility Obligations. Obligor's acknowledge that (I) notwithstanding anything to the contrary in this letter, or in any other agreement relating to the Cash Collateral Account, the Multicard Cash Collateral in the Cash Collateral Account is and will be maintained for Lender's benefit; (II) Obligor's will not have any right to withdraw or otherwise instruct Lender with respect to any Multicard Cash Collateral; (III) the Cash Collateral Account is subject to deduction, set-off, banker's lien, counterclaim, defense, recoupment and each other statutory or contractual right Lender may have with respect thereto, as security for the Multicard Facility Obligations; and (IV) Lender is automatically entitled to apply all or any part of the Multicard Cash Collateral to the payment when due of any and all Multicard Facility Obligations that are or which may become owing under or in connection with any or all of the Multicard Facility Documents. Upon the repayment of all Multicard Facility Obligations and the termination of the Multicard Facility Documents, Lender will promptly release and remit to Borrower such portion of the Multicard Cash Collateral (if any) that has not been applied to the payment of the Multicard Facility Obligations.

Each Obligor, jointly and severally, indemnifies and holds Lender harmless for 90 days from the date that all of Obligor's accounts with Lender are closed against any checks or other items of payment received that are either credited by Lender against the Obligations or paid to Obligor's that may be returned by the paying bank for any reason (each, a "Returned Payment"). Borrower grants Lender a security interest in the Cash Collateral to secure each Obligor's Secured Obligations to Lender and its affiliates, including those under this letter and the Loan Documents.

Lender has made a good faith attempt to identify the full amount of all monetary Obligations, including all Returned Payments, fees, and expenses as of the dates indicated (other than fees payable in the ordinary course of business), and included these amounts (other than fees payable in the ordinary course of business) in the Cash Payoff Amount. But if Lender has not included any Obligation in the Cash Payoff Amount or the other Required Items, Borrower remains liable and must pay the full amount of all Obligations due Lender; provided that the Borrower shall not be liable to Lender under this paragraph unless Lender sends notice to the Borrower within 15 days of Lender's receipt of the Required Items that any such Obligation was not included in the Cash Payoff Amount. Lender may deduct any amounts owed to it from the Cash Collateral, the Multicard Cash Collateral, and any collections it receives.

Borrower's obligations to Lender under the Loan Documents and the Multicard Facility Documents are guaranteed by the Guarantors. Each Guarantor agrees that its guaranty of Borrower's obligations to Lender guarantees all Obligations, Multicard Facility Obligations, Returned Payments, fees, and all other amounts that Borrower may

from time to time owe to Lender, and Guarantor must promptly pay to Lender all such amounts if not promptly paid by Borrower.

Lender may close each Obligor's accounts at Lender and its affiliates (collectively, the "Bank Accounts"), without notice, if Obligors do not follow Lender's rules and regulations governing the Bank Accounts. When the Bank Accounts are closed any checks or other items presented against the Bank Accounts may not be honored and any items received for deposit may be returned. Any funds of the Borrower in such Bank Accounts when closed shall be promptly remitted to the Borrower upon such closure.

Borrower must, by October 31, 2017, or such later date as agreed to by the Lender in its sole discretion, cause Lender's letter of credit number 4510107768 dated February 27, 2017, in the amount of \$46,225 in favor of FM6 MN BP, L.L.C. (the "Continuing L/C") to be returned by the beneficiaries to Lender undrawn for cancellation together with a letter stating that the Continuing L/C has been returned to Lender for cancellation. Within thirty days of such cancellation, Lender will return any remaining portion of the Cash Collateral to Borrower. All of Borrower's Obligations to Lender with respect to the Continuing L/C (including all reimbursement obligations and fees) remain in full force and effect and survive the payoff and are secured by the Cash Collateral.

Nothing in this letter releases Borrower, or any other person or entity, including any guarantor, from any obligations to Lender or its affiliates arising under any term or provision of any agreement that survives the payoff of the Obligations (including contingent indemnity and reimbursement obligations).

Notwithstanding anything to the contrary contained in this letter, if any payment made to, or other amount or value received by, Lender from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower or otherwise, the indebtedness and liabilities intended to be repaid (but not the liens and security interests terminated) thereby is automatically reinstated (without any further action by any party) and is enforceable against each Borrower, each Guarantor, and their respective successors or assigns. In such event, each Borrower and each Guarantor remains liable to Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender with interest accruing thereon (at the highest rate applicable to loans under the Agreement) from and after the date such amount is so repaid or recovered.

This letter may be executed in counterparts with the same effect as if all signatories signed the same document. All counterparts must be construed together as one instrument. Facsimile signatures and electronic signatures sent in PDF format are treated as originals. This letter is enforceable solely by Borrower. It may not be relied upon by any other person.

The validity, construction and effect of this letter is governed by the internal laws of the State of Michigan (without giving effect to principles of conflicts of law).

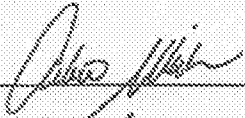
As further consideration for Lender entering into this letter, each Obligor, in all capacities, and on behalf of its current and former employees, agents, executors, successors, and assigns, releases Lender, each of Lender's affiliates, and their respective current and former officers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors, and assigns (collectively, the "Released Parties") from any liability, right, or Claim and Cause of Action that exists now or arises later, whether known or unknown, foreseen or unforeseen, that arises from or is in any way related to facts existing on the date of this letter or related directly or indirectly to any event, act, or omission occurring on or before the date of this letter (collectively, the "Released Claims"), *other than* Released Claims arising from the gross negligence or willful misconduct of any of the Released Parties. This includes claims related to (1) actions taken, not taken, or allowed to be taken by Lender or any of Lender's affiliates under the Loan Documents; (2) Obligors' relationship with Lender and each of Lender's affiliates; (3) any oral agreements; and (4) any banking relationships that an Obligor has or had with Lender or any of Lender's affiliates. "Claims and Causes of Action" means any and all past, present or future claims, causes of action, theories of recovery, lawsuits, demands, obligations, debts, accounts, bills, workers compensation benefits, medical services and expenses, attorneys' fees and expenses, covenants, contracts, agreements, promises, verdicts, judgments, executions, attachments, garnishments, liens, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether direct or derivative. This release is a material and essential term of this letter.

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Lender's agreements in this letter are not effective after 3:00 pm on August 4, 2017, unless Lender has received the Required Items by that date and time.

Very truly yours,

MERCANTILE BANK OF MICHIGAN

By: 

Print Name: Andrew Miedema

Title: SVP

ACKNOWLEDGED AND AGREED:

Borrower:

**STAGING CONCEPTS
ACQUISITION, LLC**

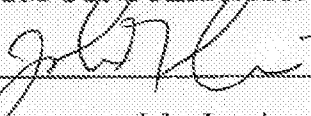
By: 

Print Name: John Lewis

Title: Chief Executive Officer

Guarantors:

STADIUM CONSOLIDATION, LLC

By: 

Print Name: John Lewis

Title: Chief Executive Officer

SCA HOLDCO, INC.

By: _____

Print Name: Martin Stein

Title: President

SIGNATURE PAGE TO PAYOFF LETTER

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Lender's agreements in this letter are not effective after 3:00 pm on August 4, 2017, unless Lender has received the Required Items by that date and time.

Very truly yours,

MERCANTILE BANK OF MICHIGAN

By: 

Print Name: Andrea Medina

Title: SVP

ACKNOWLEDGED AND AGREED:

Borrower:

**STAGING CONCEPTS
ACQUISITION, LLC**

By: _____

Print Name: John Lewis

Title: Chief Executive Officer

Guarantors:

STADIUM CONSOLIDATION, LLC

By: _____

Print Name: John Lewis

Title: Chief Executive Officer

SCA HOLDCO, INC.

By: 

Print Name: Martin Stein

Title: President

SIGNATURE PAGE TO PAYOFF LETTER