TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476224

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Stock Purchase Agreement
RESUBMIT DOCUMENT ID:	900440975

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MVP International, Inc.		06/30/2012	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Swank Audio Visuals LLC
Street Address:	5100 North River Road
City:	Schiller Park
State/Country:	ILLINOIS
Postal Code:	60176
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2205071	MVP VISUAL PRESENTATIONS
Registration Number:	2283703	TRAINEX INTERNATIONAL
Registration Number:	2286970	MVP INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 9498256141

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.

Phone: 9498256140
Email: eschiffer@schifferbuus.com
Correspondent Name: Eric Schiffer
Address Line 1: 959 South Coast Drive
Address Line 2: Suite 385
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Eric M. Schiffer
SIGNATURE:	/Eric M. Schiffer/
DATE SIGNED:	05/31/2018

Total Attachments: 33
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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of June 30, 2012, among John Molloy and Dorothy Molloy (each, a "Seller", and collectively, "Sellers"), the sole shareholders of MVP International Inc., a Texas corporation (the "Company") and Swank Audio Visuals, L.L.C., a Missouri limited liability company (the "Purchaser").

RECITALS

A. Sellers own all of the issued and outstanding shares of capital stock (the "Shares"), of the Company. The Sellers will derive substantial economic benefit from the transactions contemplated by this Agreement.

B. The Company is engaged in the business of providing technical and sales training, procurement capabilities, technical and operational consultation and quality control auditing to the "Event Technology" departments of certain Marriott Hotels and similar departments of other hotels (the "Business").

C. Purchaser desires to acquire from Sellers, and Sellers desire to sell to Purchaser, 100% of the Shares on the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings ascribed to such terms in Exhibit A.

SECTION 1.02 Construction. Whenever the term "include" or "including" is used in this Agreement, it means "including, without limitation," (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. The words "hereof", "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision. Terms defined in the singular have a comparable meaning when used in the plural and vice versa. As used in this Agreement, the masculine, feminine or neuter gender shall be deemed to include the others whenever the context so indicates or requires.

ARTICLE II
PURCHASE AND SALE

SECTION 2.01 Purchase and Sale of Shares. Simultaneously with the execution of this Agreement and upon the terms and subject to the conditions of this Agreement, Purchaser shall purchase from Sellers, and Sellers shall sell to Purchaser, the Shares, free and clear of all

claims, actions, causes of action, suits, proceedings, debts, demands or liabilities of any kind (collectively, "Claims").

ARTICLE III
PURCHASE PRICE

SECTION 3.01 Closing Purchase Price. The aggregate Closing purchase price for the Shares (the "Closing Purchase Price") is equal to (i) Six Hundred and Nine Thousand, Six Hundred Dollars ($609,600) minus (ii) the Unpaid Company Transaction Expenses, if any.

ARTICLE IV
CLOSING

SECTION 4.01 Time and Place of Closing. The transactions contemplated by this Agreement are being consummated (the "Closing") at 11:59 pm, Central time, on the date hereof (the "Closing Date") by electronic exchange of documents and signatures.

SECTION 4.02 Closing Payments. At the Closing, Purchaser shall pay by wire transfer of immediately available funds (i) to Sellers, an amount equal to the Closing Purchase Price to the bank account previously specified by Sellers and (ii) the Unpaid Company Transaction Expenses, if any, pursuant to the Expense Payment Instructions.

SECTION 4.03 Purchaser's Additional Closing Deliveries. At the Closing, Purchaser shall deliver (or cause to be delivered) to Sellers, in addition to the payments provided in Section 4.02, all of the following:

(a) a certificate of good standing of Purchaser, issued not earlier than fifteen (15) days prior to the Closing Date by the Secretary of State of the State of Missouri;

(b) the Articles of Organization of Purchaser, certified not earlier than fifteen (15) days prior to the Closing Date by the Secretary of State of the State of Missouri;

(c) a certificate dated as of the Closing Date signed by the Secretary or an Assistant Secretary of Purchaser, dated as of the Closing Date, in form and substance reasonably satisfactory to Sellers, certifying as to the incumbency and signatures of the officers of Purchaser executing this Agreement and any other agreement or certificate executed by Purchaser in connection with this Agreement;

(d) resolutions of the manager of Purchaser in form and substance reasonably satisfactory to Sellers, approving the form of this Agreement, the Employment Agreement, the Consulting Agreement and the consummation of the transactions contemplated hereby and thereby;

(e) the Consulting Agreement, duly executed by Purchaser;

(f) the Employment Agreement, duly executed by Purchaser; and

(g) the Sublease, duly executed by the Company.

SECTION 4.04 Sellers' Closing Deliveries. At the Closing, Sellers shall deliver (or cause to be delivered) to Purchaser all of the following:

(a) certificates representing 100% of the Shares duly endorsed in blank or with duly executed stock powers (in form and substance reasonably satisfactory to Purchaser);

(b) corporate minute books and stock transfer records of the Company (in form and substance reasonably satisfactory to Purchaser);

(c) written resignations of the Company's officers and directors other than Wayne Vincent (in form and substance reasonably satisfactory to Purchaser);

(d) a certificate of good standing of the Company, issued not earlier than fifteen (15) days prior to the Closing Date by (i) the Secretary of State of the State of Texas and (ii) the Secretary of State (or other applicable authority) of each jurisdiction in which the Company is qualified as a foreign corporation, other than the Commonwealth of Virginia, and the States of Washington and Maryland;

(e) a Certificate of Formation of the Company, certified not earlier than fifteen (15) days prior to the Closing Date by the Secretary of State of the State of Texas;

(f) a certificate dated as of the Closing Date signed by the Secretary or an Assistant Secretary of the Company, dated as of the Closing Date, in form and substance reasonably satisfactory to Purchaser, certifying as to the bylaws of the Company;

(g) a certification of non-foreign status from each Seller, in form and substance reasonably satisfactory to Purchaser, in accordance with Treasury Regulation § 1.1445-2(b), and Purchaser shall not have actual knowledge that such certification is false and shall not have received a notice that such certification is false pursuant to Treasury Regulation § 1.1445-4;

(h) each of the consents to the consummation of the transactions contemplated hereby under or with respect to, any Contract, purchase order, sales order or other instrument, Permit, where the consummation of the transactions contemplated hereby would be prohibited or constitute an event of default, or grounds for acceleration or termination, in the absence of such consent, with such required consents being set forth on Schedule 6.03;

(i) (a) an executed copy of an assignment of employment agreement signed by the Company and Molloy Corporation in form and substance reasonably satisfactory to Purchaser and (b) letter agreements in form and substance reasonably satisfactory to Purchaser signed by each of the Company, Molloy Corporation and Nicholas D. Cobb (with respect to the letter agreement therewith) and Emily Cobb (with respect to the letter agreement therewith), evidencing a mutual acknowledgment that Nicholas D. Cobb and Emily Cobb are employees of the Company, are subject to the terms and conditions of employment described in that certain Contract of Employment, dated as of February 19, 2001, by and among Molloy Corporation, Nicholas D. Cobb and Emily Cobb (the "Cobb Employment Agreement"), and are credited with continuity of service for the periods of their employment with Molloy Corporation and the Company;

(j) Evidence of the assignment by Molloy Corporation of the Employment Agreement dated January 1, 2002, by and between Molloy Corporation and Wayne Vincent, to the Company effective as of January 1, 2010, and evidence of the termination of such Employment Agreement effective as of the Closing Date;

(k) payment instructions from those Persons to whom Unpaid Company Transaction Expenses are owed, in form and substance reasonably satisfactory to Purchaser (the "Expense Payment Instructions").

(l) resolutions of the boards of directors of Molloy Corporation and the Company in form and substance reasonably satisfactory to Purchaser, (i) evidencing that effective immediately prior to the Closing Date, the Company ceased to be a participating employer in, and that the employees of the Company ceased to be covered by or eligible to participate in or accrue benefits under, any Benefit Plan sponsored or maintained by Molloy Corporation, including the Molloy 401(k) Plan and any Benefit Plan under which welfare benefits are provided and (ii) evidencing that with respect to any Benefit Plan maintained by Molloy Corporation that includes a vesting schedule, each employee of the Company became fully vested in his or her benefit under such Benefit Plan immediately prior to the Closing Date;

(m) the Employment Agreement, duly executed by Wayne Vincent;

(n) the Consulting Agreement, duly executed by John Molloy; and

(o) the Sublease, duly executed by Molloy Corporation.

SECTION 4.05 Outsource Payments.

(a) Amount of Outsource Payment. Sellers acknowledge that as additional consideration for the Shares, Purchaser shall pay to the Sellers and to Wayne Vincent, with respect to the fulfillment of each contingency set forth in this Section 4.05, amounts (the aggregate amount being the "Outsource Payment") as set forth below:

(i) on July 2, 2012, either Purchaser or the Company shall establish a program pursuant to which such Person will provide one or more outsourced audio visual services to Marriott Participating Hotels;

(ii) within 75 days following each of the first five annual anniversaries of the Closing Date, Purchaser shall provide a statement (the "Annual Statement") to both Sellers and Wayne Vincent of the gross revenues received from all Transitioned Marriott Participating Hotels during the immediately-preceding calendar year as consideration for the outsourced audio visual services provided by the Company, Purchaser or any other Swank Entity (such gross revenues, the "Gross Outsource Revenues"), provided for the sake of clarity, that with respect to the 2012 calendar year, the Gross Outsource Revenues shall only apply for the period beginning on July 1, 2012 and ending on December 31, 2012;

(iii) Purchaser shall pay an amount equal to 0.30% of the Gross Outsource Revenues (such payments referred to as the "Outsource Payments"), with (a) 66.67% of the Outsource Payments payable to Wayne Vincent and (b) 33.33% of the Outsource Payments

payable to Sellers, and Purchaser shall deliver each Outsource Payment to Sellers and Wayne Vincent concurrently with each Annual Statement;

(iv) notwithstanding anything to the contrary contained herein, (A) gross revenues received from a particular Transitioned Marriott Participating Hotel for the outsourced audio visual services provided by Purchaser, the Company, or any other Swank Entity shall not be included in the calculation of Gross Outsource Revenues after the expiration of thirty-six (36) months following the date on which gross revenues from such Transitioned Marriott Participating Hotel were first included in the calculation of Gross Outsource Revenues, and (B) no Gross Outsource Revenues relating to outsourced audio visual services provided by the Company, Purchaser or any other Swank Entity after the fifth annual anniversary of the Closing (the "Earnout Cutoff Date") shall be used to calculate any Outsource Payments; and

(v) (A) any payments made to Sellers pursuant to this Section 4.05(a) shall be treated as increasing the Closing Purchase Price, and (B) any payments made to Wayne Vincent pursuant to this Section 4.05(a) shall be treated as additional compensation to Wayne Vincent.

(b) Outsource Payment Disputes. If Sellers and/or Wayne Vincent object to Purchaser's calculation of the Gross Outsource Revenues or Outsource Payment with respect to any Annual Statement, the objecting party(ies) shall so notify Purchaser (and Wayne Vincent or Sellers, if such Person is not an objecting party) in writing (the "Objection Notice") within ninety (90) days following receipt of such Annual Statement. If no Objection Notice is timely delivered to Purchaser, then Purchaser's determination of the Outsource Payment as set forth in the Annual Statement shall be final and binding on the parties and Wayne Vincent. If an Objection Notice is timely delivered to Purchaser (and Wayne Vincent or Sellers, if such Person is not an objecting party), the objecting party(ies) shall be afforded thirty (30) days from receipt of such Objection Notice by Purchaser to review and copy (or cause its designee to review and copy) the applicable books and records of Purchaser, the Company or any other Swank Entity relating to the calculation of such Gross Outsource Revenues or Outsource Payment, and Purchaser shall reasonably cooperate with (and shall cause the Company and/or the other Swank Entities, as applicable, to reasonably cooperate with) such review. At the conclusion of such period, the objecting party(ies) and Purchaser shall attempt in good faith to resolve their differences within fifteen (15) additional days thereafter, and if, at the end of such period, the objecting party(ies) and Purchaser are unable to resolve these differences, the corporate headquarters of a nationally or regionally recognized certified public account firm selected by mutual agreement of the objecting party(ies) and Purchaser (the "Arbitrating Accountant"), shall be engaged to determine the Gross Outsource Revenues and/or Outsource Payment, as applicable, with respect to the corresponding Annual Statement, so long as the Arbitrating Accountant has not performed services for Wayne Vincent, Sellers, any Affiliate thereof (including Molloy Corporation or the Company) or any Swank Entity within the past two years and no discussions are underway or being considered to engage the Arbitrating Accountants for services by any such Person. If the Arbitrating Accountant subsequently is unwilling or unable to serve as Arbitrating Accountant, the objecting party(ies) and Purchaser shall select by mutual agreement another nationally or regionally recognized certified public accounting firm to serve as the Arbitrating Accountant. The Arbitrating Accountant may elect to utilize the office(s), located in the geographic location(s), of the Arbitrating Accountant's sole choosing. The objecting party(ies) and Purchaser shall request that the Arbitrating Accountant use its best efforts to complete such

determination within thirty (30) days of submission of the matter by the objecting party(ies) and Purchaser. In resolving any disputed item, the Arbitrating Accountant may not assign a value to any item that is greater than the greatest value for such item claimed by the objecting party(ies), on the one hand, or Purchaser, on the other hand, or less than the smallest value for such items claimed by the objecting party(ies), on the one hand, or Purchaser, on the other hand. The Arbitrating Accountant's determination of the Gross Outsource Revenues and/or Outsource Payment, as applicable, shall be final and binding upon the parties hereto and Wayne Vincent, and judgment may be entered on such determination. The fees and expenses of the Arbitrating Accountant shall be allocated between the objecting party(ies), on the one hand, and Purchaser, on the other hand, so that the amount of fees and expenses paid by the objecting party(ies) (with the remainder of such amount being paid by Purchaser) shall be equal to the product of (i) the aggregate amount of such fees and expenses and (ii) a fraction, the numerator of which is the amount in dispute that is ultimately unsuccessfully disputed by the objecting party(ies) (as determined by the Arbitrating Accountant), and the denominator of which is the total value in dispute.

(c) Purchaser shall act in good faith (and shall cause the Company and the other Swank Entities to act in good faith) to maximize the amount of the Gross Outsource Revenues and Outsource Payments being generated prior to the Earnout Cutoff Date. Without limiting the generality of the foregoing, during such period, Purchaser shall invoice (and shall cause the Company and any other applicable Swank Entities to invoice) all Transitioned Marriott Participating Hotels promptly for all outsourced audio visual services provided by the Company, Purchaser or any other Swank Entities, and shall use (and shall cause the Company and the applicable Swank Entities to use) reasonable commercial efforts to collect such invoices, all in accordance with the terms of the contracts with such Transitioned Marriott Participating Hotels relating to such services.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

SECTION 5.01 Corporate. Purchaser is a limited liability company duly organized, existing and in good standing, under the laws of the State of Missouri. Purchaser has all necessary power and authority to conduct its business as its business is now being conducted.

SECTION 5.02 Power and Authority. Purchaser has full power and authority to enter into and perform (a) this Agreement and (b) all documents and instruments to be executed by Purchaser pursuant to this Agreement (collectively, "Purchaser's Ancillary Documents"). This Agreement and Purchaser's Ancillary Documents have been duly executed and delivered by duly authorized officers of Purchaser. Neither the execution and delivery of this Agreement and Purchaser's Ancillary Documents by Purchaser, nor the consummation by Purchaser of the transactions contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Purchaser's Governing Documents, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or Governmental Authority or of any arbitration award.

SECTION 5.03 Consents. No consent, authorization, order or approval of, or filing or registration with, any Governmental Authority or other Person is required for (a) the execution and delivery by Purchaser of this Agreement and Purchaser's Ancillary Agreements, and (b) the consummation by Purchaser of the transactions contemplated by this Agreement and Purchaser's Ancillary Documents.

SECTION 5.04 Conflicts. Purchaser is not a party to, or bound by, any unexpired, undischarged or unsatisfied Contract, indenture, mortgage, debenture, note or other instrument under the terms of which performance by Purchaser according to the terms of this Agreement will be a default or an event of acceleration, or whereby timely performance by Purchaser according to the terms of this Agreement may be prohibited, prevented or delayed.

SECTION 5.05 Litigation. There is no (a) litigation or proceeding, in law or in equity; (b) proceedings or governmental investigations before any commission or other administrative authority; or (c) claim made by any Person, in any case described in clauses (a), (b) and (c) above, pending, or, to the best of Purchaser's knowledge, threatened, with respect to or affecting Purchaser's the consummation of the transactions contemplated hereby.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller, jointly and severally, represents and warrants to Purchaser as follows:

SECTION 6.01 Corporate. The Company is a corporation duly organized, existing and in good standing, under the laws of the State of Texas. The Company has all necessary corporate power and authority to conduct its business as its business is now being conducted. Except as set forth in Schedule 6.01 of the schedules delivered by Sellers to Purchaser concurrently herewith and identified as the "Disclosure Schedules", the Company has qualified as a foreign corporation, and is in good standing, under the laws of all jurisdictions where the nature of the Business or the nature or location of its assets requires such qualification. All jurisdictions in which the Company is qualified as a foreign corporation are set forth in Schedule 6.01. The Company neither owns nor controls, directly or indirectly, any interest in any corporation, limited liability company, partnership or other entity.

SECTION 6.02 Power and Authority. Each Seller has full power and authority to enter into and perform (a) this Agreement and (b) all documents and instruments to be executed by such Seller pursuant to this Agreement (collectively, "Sellers' Ancillary Documents"). This Agreement and Sellers' Ancillary Documents have been duly executed and delivered by each Seller. Neither the execution and delivery of this Agreement and Sellers' Ancillary Documents by each Seller, nor the consummation by each Seller of the transactions contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of the Company's Governing Documents, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or any Governmental Authority or of any arbitration award.

SECTION 6.03 Consents. Except as set forth in Schedule 6.03, no consent, authorization, order or approval of, or filing or registration with, any Governmental Authority or other Person is required for the execution and delivery by each Seller of this Agreement and Sellers' Ancillary Documents and the consummation by each Seller of the transactions contemplated by this Agreement and Sellers' Ancillary Documents. Except as set forth on Schedule 6.03, each Permit issued to or held by the Company will continue in full force and effect following the Closing without requiring the consent or approval of any party.

SECTION 6.04 Conflicts. None of the Sellers nor the Company are a party to, or bound by, any unexpired, undischarged or unsatisfied Contract, indenture, mortgage, debenture, note or other instrument under the terms of which performance by any Seller or the Company according to the terms of this Agreement will be a default or an event of acceleration, or whereby timely performance by any Seller or the Company according to the terms of this Agreement may be prohibited, prevented or delayed.

SECTION 6.05 Capitalization. The authorized capital stock of the Company consists solely of 1,000 Shares, of which 100 Shares are issued and outstanding. All of the issued and outstanding Shares have been validly issued, are fully-paid and non-assessable, and are owned beneficially and of record by each Seller in the amounts set forth in Schedule 6.05. Each Seller owns all of such Seller's Shares free and clear of all Claims. There are no outstanding subscriptions, options, warrants, rights (including preemptive rights), calls, convertible securities or other agreements or commitments of any character relating to the issued or unissued capital stock or other securities of the Company obligating the Company to issue any securities of any kind. The Shares were issued in compliance with all applicable federal and state securities Laws. There are no stock appreciation rights, phantom stock or similar rights in existence with respect to the Company.

SECTION 6.06 Constituent Documents. True and complete copies of the Company's Governing Documents, as amended and currently in force, all stock records, and all corporate minute books and records of the Company have been furnished for inspection by Purchaser. Said stock records accurately reflect all share transactions and the current stock ownership of the Company. The corporate minute books and records of the Company contain true and complete copies of all resolutions adopted by the stockholder(s) or the board of directors of the Company and any other action formally taken by the stockholder(s) or board of directors of the Company. The Company is not in violation of its Governing Documents.

SECTION 6.07 Financial.

(a) Except as set forth on Schedule 6.07-A, the Company's books, accounts and records are, and have been, maintained in the Company's usual, regular and ordinary manner, consistently applied by the Company, and all material transactions to which the Company has been a party are properly reflected therein.

(b) Schedule 6.07-A contains complete and accurate copies of (i) the balance sheet and income statement of the Company as of and for the fiscal year ended December 31, 2011 (such financial statements, the "2011 Financial Statements") and (ii) the balance sheet and income statement of the Company, as of and for the three (3) month period ended March 31,

2012 (the "March Financial Statements" and, together with the 2011 Financial Statements, the "Financial Statements"). The Financial Statements present accurately and completely the financial position of the Company as of the respective dates thereof, and the results of operations and cash flows of the Company for the respective periods covered thereby.

(c) The Company does not have any obligation or liability of any nature whatsoever (direct or indirect, matured or unmatured, absolute, accrued, contingent or otherwise), except for Unpaid Company Transaction Expenses, if any, the Actual Unpaid June Expenses, and the Marriott Unreimbursed June Expenses; and (i) liabilities provided for or reserved against in the Financial Statements; (ii) liabilities which have been incurred by the Company subsequent to March 31, 2012 in the ordinary course of the Business and consistent with past practice; (iii) liabilities under the executory portion of any Contract as to which the Company is bound and which was entered into in the ordinary course of business and consistent with past practice; and (iv) liabilities under the executory portion of Permits issued to the Company in the ordinary course of business and consistent with past practices.

(d) Schedule 6.07-B sets forth a true and complete copies of the invoices dated April 20, 2012, May 18, 2012 and June 18, 2012 and sent by the Company to Marriott as respectively reflected thereon and the amounts respectively reflected thereon have all be paid by Marriott to the Company. The Company has not sent any other bills to Marriott and Marriott has not made any other payments to the Company since March 31, 2012.

SECTION 6.08 Equipment. Except as set forth on Schedule 6.08, the fixtures, machinery, shelving, racks, equipment (including any printing, photographic or layout equipment), tools, dies, molds, jigs, fixtures and other tangible personal property owned or leased by the Company and used in its operations as of the Closing Date (collectively, the "Equipment") constitutes all tangible personal property necessary in order for the Company to conduct the Business as it has been conducted in the twelve (12) month period prior to the Closing Date. All Equipment is in good operating condition and repair (ordinary wear and tear excepted). Schedule 6.08 contains a complete and accurate list of all leased Equipment.

SECTION 6.09 Sufficiency of Assets. The Company owns or leases, or has the right to use, all assets necessary for the conduct of its business as presently conducted. The Company has good title to its assets, free and clear of any Claims. No unreleased mortgage, trust deed, chattel mortgage, security agreement, financing statement or other instrument encumbering any of the Company's assets has been recorded, filed, executed or delivered.

SECTION 6.10 Insurance. Schedule 6.10 contains a true and correct list of all insurance policies that are currently owned by the Company or that currently name the Company as an insured, including those that pertain to the Company's assets, real estate, business, employees or liabilities. All insurance policies so indicated in Schedule 6.10 are in full force and effect, and none of the Sellers or the Company has received notice of termination or non-renewal of any such insurance policies. Since December 31, 2011, none of the Company or any Seller has received: (x) any notice of cancellation of any policy described in Schedule 6.10 or refusal of coverage thereunder; (y) any notice that any issuer of such policy has filed for protection under applicable bankruptcy Laws or is otherwise in the process of liquidating or has been liquidated; or (z) any other indication that such policies are no longer in full force or effect or that the issuer

of any such policy is no longer willing or able to perform its obligations thereunder. Coverage of the Company or the Company's assets, real estate, business, or employees under such polices will be terminated effective as of the Closing Date.

SECTION 6.11 Related Party Transactions. Except as set forth in Schedule 6.11, no Affiliate of the Company (a) owns any property or right, whether tangible or intangible, that is used by the Company; (b) has any claim or cause of action against the Company; (c) owes any money to the Company or is owed money from the Company; (d) is a party to any Contract with the Company; or (e) provides services or resources to the Company or is dependent on services or resources provided by the Company. Schedule 6.11 sets forth every business relationship (other than normal employment relationships) between the Company, on the one hand, and the Company's present or former officers, directors, employees or shareholders or members of their families (or any entity in which any of them has a material financial interest, directly or indirectly), on the other hand. Schedule 6.11 also sets forth every business relationship (other than normal employment relationships) between the Company and the Sellers or any Affiliate of the Sellers. Neither the Sellers nor any Affiliate of the Sellers is engaged in any business which competes with the Business.

SECTION 6.12 Conduct of Business. Except as contemplated by this Agreement and as set forth in Schedule 6.12, since December 31, 2011, the Company has not: (a) sold or in any way transferred or otherwise disposed of any of its assets or property, except for sale of products and cash applied in payment of liabilities, in the usual and ordinary course of business; (b) suffered any casualty, damage, destruction or loss, or any material interruption in use, of any material assets or property (whether or not covered by insurance), on account of fire, flood, riot, strike or other hazard or Act of God; (c) made or suffered any material change in the conduct or nature of any aspect of its business; (d) waived any right or canceled or compromised any debt or claim, other than in the ordinary course of business; (e) made (or committed to make) capital expenditures in an amount which exceeds $10,000 for any item or $50,000 in the aggregate; (f) hired or terminated any employee who has an annual salary in excess of $30,000; (g) made or granted, or committed to make or grant any (A) bonus or any wage, salary or compensation increase to any director, officer, employee, independent contractor or other Person or (B) change in employee benefits provided to employees of the Company; (h) borrowed any money or issued any bonds, debentures, notes or other corporate securities evidencing money borrowed; (i) paid, declared or set aside any dividend or other distribution on its securities of any class or purchased, exchanged or redeemed any of its securities of any class; (j) made any change in accounting methods, principles or practices; (k) purchased any asset (whether or not in the ordinary course of business) for a cost in excess of $10,000; or (l) without limitation by the enumeration of any of the foregoing, except for the execution of this Agreement, entered into any transaction other than in the usual and ordinary course of business.

SECTION 6.13 Material Adverse Changes. Except as set forth on Schedule 6.13, since December 31, 2011, the Company has not suffered or, to the Company's Knowledge, been threatened with any material adverse change in the business, operations, assets, liabilities, financial condition or prospects, including, the generality of the foregoing, the existence or threat of any labor dispute, or any material adverse change in, or material loss of, any relationship between the Company, on the one hand, and any of its customers, suppliers, advisors, or key employees, on the other hand.

SECTION 6.14 Customers and Suppliers.

(a) Schedule 6.14 sets forth separately for the fiscal year ended December 31, 2011, and the five (5) month period ended May 31, 2012, the name and address of each of the five (5) largest customers of the Company, based upon sales to such customers by the Company during each such period (collectively, the "Significant Customers"), and the amount of each Significant Customer's purchases from the Company (expressed in dollar amounts) during each such period.

(b) Schedule 6.14 sets forth separately for the fiscal year ended December 31, 2011, and the five (5) month period ended May 31, 2012, the name and address of each of the five (5) largest suppliers of the Company, based upon purchases from such suppliers by the Company during each such period (collectively, the "Significant Suppliers"), and the amount of each Significant Supplier's sales to the Company (expressed in dollar amounts) during each such period.

(c) Except as set forth on Schedule 6.14, no Significant Customer or Significant Supplier has notified the Company or any Seller that it has cancelled, materially modified, or otherwise terminated its relationship with the Company or materially decreased its services, supplies or materials to the Company or its usage or purchase of the services or products of the Company or the terms of any purchase or sale, including any rebate or discount program, nor to the Company's Knowledge, does any Significant Customer or Significant Supplier intend to do any of the foregoing.

SECTION 6.15 Contracts. Schedule 6.15 correctly and completely lists and describes (i) the Master Marriott Agreement, (ii) all Event Technology Services Agreements and (iii) all Contracts to which the Company is a party or is bound requiring payments to or from the Company in excess of at least $10,000 in the aggregate during the remaining term of such Contract (such Contracts described in clauses (i) (ii), or (iii) hereof, the "Material Contracts"). All Material Contracts are in full force and binding upon the parties thereto. No default by the Company has occurred thereunder, the Company has performed all of its obligations thereunder on a timely basis, and to the Company's Knowledge, no default by the other contracting parties has occurred and is continuing thereunder. Complete and accurate copies of all written Material Contracts (including any amendments or supplements thereto) have previously been delivered to Purchaser, and Schedule 6.15-1 lists all Joinder Agreements that are not in written form. Except as specifically set forth on Schedule 6.31 with respect to the so identified Event Technology Services Agreements, the Company has not received any written notice that any Material Contracts will be terminated or not renewed. Purchaser agrees and acknowledges that the Event Technology Services Agreements with a contract start date earlier than January 1, 2010 (as so identified on Schedule 6.31) are in the name of Molloy Corporation (rather than the Company) and consent to the assignment of such so identified Event Technology Agreements from Molloy Corporation to the Company has not been obtained from the other parties thereto.

SECTION 6.16 No Government Contracts. The Company does not have and never has had any Contracts or subcontracts with any governmental entity.

SECTION 6.17 Permits. Schedule 6.17 contains a list of every license, permit, registration, certificate, order, franchise, variance and governmental approval, agreement and

consent applied for, pending by, issued or given to the Company or to any Seller (with respect to the Business), and every agreement with Governmental Authorities entered into by the Company or any Seller (with respect to the Business), which is in effect or has been applied for or is pending, (collectively, the "Permits"). The Permits constitute all licenses, permits, registrations, approvals and agreements and consents that are required in order for the Company to conduct its Business as presently conducted. Each Permit is in full force and effect and, to the Company's Knowledge, no suspension or cancellation of any Permit is threatened and there is no basis for believing that any Permit will not be renewable upon expiration. The Company is in compliance with the terms and conditions of each Permit.

SECTION 6.18 Employee Benefits.

(a) Schedule 6.18 sets forth a true and complete list of each Benefit Plan and identifies the sponsor of each such Benefit Plan. For purposes of this Agreement, the term "Benefit Plan" means any (i) deferred compensation, bonus, retention, severance, termination pay, or incentive compensation plan, program, agreement or arrangement; (ii) stock purchase, stock bonus, stock option, restricted stock, phantom stock or other equity or equity-based compensation plan, program, agreement or arrangement; (iii) medical, surgical, vision, dental, disability, hospitalization, life insurance or other "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA); (iv) retirement, profit-sharing, savings or other "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA); (iv) employment, consulting, retention, change in control, termination or severance agreement; or (v) other employee benefit plan, fund, program, agreement or arrangement, in each case, (A) maintained, sponsored or contributed to by the Company, (B) with respect to which the Company is a party or has any liability (including contingent liability), or (C) in which any employee of the Company participates or is entitled to participate on account of his or her employment by, or provision of services to, the Company. With respect to each Benefit Plan, the Company has delivered to Purchaser true and complete copies of, as applicable, (i) the plan document and all amendments thereto (or, in the case of an unwritten Benefit Plan, a written summary thereof), (ii) each associated trust, custodial, insurance or service agreement, (iii) the most recent summary plan description, and any summaries of material modifications thereto, (iv) the most recently received IRS determination letter or opinion letter and any governmental advisory opinions, rulings, compliance statements, closing agreement or similar materials specific to such plan, (v) the three (3) most recently filed annual reports on Form 5500 with audited financial statements and (vi) all correspondence with the IRS, the Department of Labor, the Pension Benefit Guaranty Corporation or any other Governmental Authority relating to any controversy, investigation or audit.

(b) Neither the Company nor any ERISA Affiliate maintains, contributes or has ever contributed to or otherwise has any liability (including contingent liability) with respect to (i) a "multiemployer plan" (as defined in Section 3(37) of ERISA), (ii) a "multiple employer plan" within the meaning of Section 413(c) of the Code, (iii) a multiple employer welfare arrangement (as defined in Section 3(40)(A) of ERISA), or (iv) a voluntary employees' beneficiary association within the meaning of Section 501(c)(4) of the Code. Neither the Company nor any ERISA Affiliate has any liability of any kind whatsoever, whether known or unknown, direct, indirect, contingent or otherwise, (w) on account of any violation of the health care requirements of Part 6 or 7 of Subtitle B of Title I of ERISA or Section 4980B or 4980D of the Code, (x)

under Section 502(i) or 502(l) of ERISA or Section 4975 of the Code, (y) under Section 302 of ERISA or Section 412 of the Code, or (z) under Title IV of ERISA.

(c) All of the Benefit Plans have been operated in compliance with all applicable Laws, including the Code and ERISA, and with their respective terms, and all obligations prior to the Closing regarding funding, contributions, payments, premiums, reimbursements and accruals required under the terms of the Benefit Plans have been timely made and to the extent unpaid, are reflected on Schedule 6.18. Each of the Benefit Plans that is intended to be tax-qualified under Section 401(a) of the Code is so qualified and has received a favorable determination letter, or, in the case of a prototype plan, is entitled to rely on an opinion letter, from the Internal Revenue Service that such plan is so qualified under the Code, and no circumstances exist which might cause such plan to cease being so qualified. None of the Benefit Plans limits or restricts the Company's ability to terminate the employment of any employee at any time for any reason or no with no liability or notice. No employee of the Company or other Person is entitled to receive a bonus or similar payment from the Company or any Affiliate thereof under any circumstances (including upon the satisfaction of any performance goals, the Company's receipt of any payment from another Person, or his or her continuous employment through any particular date).

(d) There are no pending or, to the Company's Knowledge, threatened Claims, investigation, audits, inquiries or reviews involving any Benefit Plan (other than routine claims for benefits), and to the Company's Knowledge, there is no basis for such a Claim.

(e) Except as set forth on Schedule 6.18, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will (i) result in any payment (including severance, unemployment compensation, golden parachute or otherwise) becoming due to any current or former director, officer, employee or consultant of the Company under any Benefit Plan or otherwise, (ii) increase any benefits or compensation otherwise payable under any Benefit Plan or otherwise, (iii) result in any acceleration of the time of payment, vesting or funding of any such benefits or (iv) result in any breach or violation of, or default under, any Benefit Plan. No amount paid or payable pursuant to the terms of any agreement or arrangement (whether in cash, in property, or in the form of benefits) in connection with the transactions contemplated by this Agreement (either alone or in combination with another event), including any payment made under the Consulting Agreement, will be an "excess parachute payment" within the meaning of Section 280G of the Code. The Company does not have any obligation to make a "gross-up" or similar payment in respect of any Taxes that become payable under Section 4999 of the Code.

(f) None of the Company or any Benefit Plan provides or has any obligation to provide post-employment or retiree welfare benefits to any former employee or retired Person, or any current employee of the Company following such employee's retirement or other termination of employment, except as required by Section 4980B of the Code. The Company does not provide or have any obligation to provide welfare benefits to any Person who is not a current or former employee of the Company, or a beneficiary thereof. Each "covered employee" and "qualified beneficiary" (as such terms are defined in Section 4980B of the Code) who has incurred or incurs a "qualifying event" (as defined in Section 4980B of the Code) prior to or

upon the Closing Date shall be entitled to continuation coverage under a Benefit Plan sponsored by Molloy Corporation, and the Company has no liability therefor.

(g) Each Benefit Plan and other arrangement pursuant to which the Company has any liability that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code and is subject to Section 409A of the Code has at all times been operated and maintained in compliance with, Section 409A of the Code and all applicable guidance thereunder. The Company has no obligations to make a "gross-up" or similar payment in respect of any Taxes that may become payable under Section 409A of the Code.

SECTION 6.19 Labor Matters.

(a) The Company is not a party to any collective bargaining agreement or other labor agreement, nor have there been any unionization activities involving employees of the Company. There is no pending or, to the Company's Knowledge, threatened labor dispute, grievance, strike or work stoppage by the employees of the Company, and the Company believes its labor relations to be good. The Company is not adversely affected by any pending, or is reasonably likely to be adversely affected by any threatened, labor dispute, grievance, strike or work stoppage by the employees of any supplier or customer of the Company.

(b) Except as set forth on Schedule 6.19, the Company has not laid off or terminated any employee within the past twelve (12) months.

(c) The employment of the Company's employees is terminable at will without cost to the Company except for payment of accrued salaries or wages and vacation pay and no employee or former employee has any right to be rehired by the Company prior to the Company's hiring a Person not previously employed by the Company. Schedule 6.19 contains a true and complete list of all employees who are employed by the Company as of the date hereof and such list correctly reflects their salaries, wages, other compensation (including any accrued benefits but excluding benefits under the Molloy 401(k) Plan), dates of employment, positions and days or accrued but unused paid time off. The Company has not taken any actions that were calculated to dissuade any of its present employees, representatives or agents from becoming associated with Purchaser.

(d) Except as set forth on Schedule 6.19(d), (i) no individual employed by Molloy Corporation provides services to the Company; and (ii) no employee of the Company provides services to Molloy Corporation.

SECTION 6.20 Taxes. All Taxes (whether or not shown to be due on any Tax Return) owed by the Company have been timely paid. All Tax Returns required to be filed by the Company prior to the Closing have been duly and timely filed (taking account of extensions) and are true, correct and complete and disclose all Taxes required to be paid by the Company for the periods covered thereby. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return. Except as set forth on Schedule 6.20, the Tax Returns referred to in this Section 6.20 have been examined by the appropriate Tax Authority or the period for assessment of the Taxes in respect of which such Tax Return was required to be filed (taking into account all applicable extensions and waivers) has expired. All deficiencies asserted

or assessments made as a result of any examination of the Tax Returns referred to in this Section 6.20 have been paid in full. There are no Tax rulings, requests for rulings or closing agreements relating to the Company that could affect its liability for Taxes for any taxable period ending after the Closing Date. Except as set forth on Schedule 6.20, there is no action, suit, investigation, audit, claim, assessment or proceeding pending or proposed or, to the Company's Knowledge, threatened with respect to Taxes of the Company. The Company has not waived or been requested to waive any statute of limitations in respect of Taxes which waiver is currently in effect. All Taxes which the Company is required by law to withhold or collect to the extent accrued as of the Closing Date for payment have been duly withheld and collected and have been paid to the appropriate Tax Authority. The Company is not a party to or bound by any Tax allocation or Tax sharing Contracts or arrangements with any other Person and does not have any contractual obligation to indemnify any other Person with respect to Taxes. None of the assets of the Company (a) is property that is properly treated as being owned by any other Person for income Tax purposes or (b) is treated as Tax-exempt bond financed property or Tax-exempt use property within the meaning of Section 168 of the Code or comparable provisions of state or local Tax Law. No Tax Authority with respect to which the Company does not file Tax Returns has asserted that the Company is or may be required to pay Taxes to or file Tax Returns with such Tax Authority. The Company has not been a member of an "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) or any other group of corporations that, at any time on or before the Closing Date, files or has filed Tax Returns on a combined, consolidated or unitary basis with the Company or any predecessor or successor to the Company, and the Company has not had any direct or indirect ownership interest in any corporation, partnership, joint venture or other entity. The Company does not have any liability for the Taxes of any Person under Treas. Reg. § 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by contract, or otherwise. The Company will not be required to include any adjustment under Section 481(c) of the Code (or any corresponding provision of state, local or other Tax Law) in taxable income for any taxable period ending after the Closing Date as a result of a change in accounting method for a taxable period beginning on or before the Closing Date or for any Straddle Period. There are no Liens for Taxes upon the assets of the Company, except Liens relating to current Taxes not yet due. There are no Tax credits, grants or similar amounts that are or will be subject to "clawback" or recapture as a result of (1) the transactions contemplated by this Agreement, or (2) an act (or failure to act) by the Company to satisfy certain requirements on which the credit, grant or similar amount is or was conditioned. To the extent that the Company has participated in a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(1), such participation has been adequately disclosed to the IRS on IRS Form 8886 (Reportable Transaction Disclosure Statement) (or predecessor Form). The Company has not been a party to any transaction (other than a transaction described in Section 355(e)(2)(C) of the Code) within the last three (3) years treated by the parties thereto as one to which Section 355 of the Code (or any similar provision of state, local or Foreign law) applied. The Company will not be subject to Tax under Section 1374 of the Code with respect to the transactions contemplated by this Agreement. No transaction contemplated by this Agreement is subject to withholding under Section 1445 of the Code (relating to "FIRPTA") and no stock transfer Taxes, sales Taxes, use Taxes, real estate transfer or gains Taxes, or other similar Taxes will be imposed on the transactions contemplated by this Agreement.

SECTION 6.21 Litigation. Except as set forth in Schedule 6.21, there is no (a) litigation or proceeding, in law or in equity; (b) proceedings or governmental investigations before any commission or other administrative authority; or (c) claim made by any Person, in any case described in clauses (a), (b) and (c) above, pending or, to the Company's Knowledge, threatened, against the Company or any of its Affiliates, directors or officers, or with respect to or affecting the Company's operations, business, products, sales practices or financial condition or related to the consummation of the transactions contemplated hereby.

SECTION 6.22 Warranties. The Company has not made any oral or written warranties with respect to the quality or performance of any product or service manufactured, sold, leased or delivered by the Company that are in force as of the date hereof except in the ordinary course of business. There are no claims pending or, to the Company's Knowledge, anticipated or threatened against the Company with respect to a breach of such warranties.

SECTION 6.23 Laws. None of the Company or any Seller (with respect to the Business) is a party to, or bound by, any decree, order or arbitration award (or agreement entered into in any administrative, judicial or arbitration proceeding with any Governmental Authority) with respect to the Company's properties, assets, personnel or business activities. None of the Company or any Seller (with respect to the Business) is in violation of, in noncompliance with, or delinquent in respect to, any decree, order or arbitration award or Law of or agreement with or Permit from, any Governmental Authority (or to which the Company's properties, assets, personnel, business activities or real estate are subject or to which it, itself, is subject) and all Laws relating to the employment of labor, equal employment opportunities, fair employment practices, unfair labor practices, terms of employment, occupational health and safety, wages and hours and discrimination, and zoning ordinances and building codes.

SECTION 6.24 Environmental Matters.

(a) There has been no generation, use, handling or storage of any Hazardous Material by the Company at any properties currently or formerly owned, leased, occupied, operated or otherwise used by the Company, except in compliance with Environmental Laws;

(b) there is not now, nor has there been during the period the Company occupied, operated or otherwise used any leased properties, any Release of Hazardous Materials, nor are any Hazards Materials present in a condition or location that violates any Environmental Law or that could reasonably be expected to require remediation under any Environmental Law or give rise to a material Claim for damages or compensation under Environmental Laws;

(c) during the period the Company owned, leased, occupied, operated or otherwise used any other real property, there was no Release of Hazardous Materials nor were any Hazardous Materials present on those properties in a condition or location that violated any Environmental Law or that could reasonably be expected to require remediation under any Environmental Law or give rise to a Claim for damages or compensation under Environmental Laws against the Company;

(d) the Company has no Liabilities under all applicable Environmental Laws; and

(e) no products have been manufactured by the Company, or any predecessors in interest, that have ever contained asbestos in any form, and to the Company's Knowledge, there is no asbestos-containing material present in or on any properties owned, leased, occupied, operated or otherwise used by the Company.

SECTION 6.25 Real Estate.

(a) The Company has never and does not currently own any real property.

(b) The Company has never and does not currently lease any real property.

SECTION 6.26 Intellectual Property.

(a) The Company has no patented Intellectual Property or pending patent applications. Schedule 6.26 sets forth a complete and correct list of all registered Intellectual Property or applications for registration of Intellectual Property and all Internet domain names included in the Company Intellectual Property.

(b) Schedule 6.26 also sets forth a complete and correct list of all software and material unregistered trademarks, service marks, trade names, unregistered copyrights, corporate names, logos and slogans included in the Company Intellectual Property, in each case that are material to the operation of the Company's business.

(c) Schedule 6.26 sets forth all written licenses (other than licenses for Computer Software) pursuant to which the Company is a party either as a licensee or licensor and any other Contracts under which the Company grants or receives any rights to Intellectual Property. Schedule 6.26 also sets forth a list of all licenses for Computer Software (excluding Desktop Software) used by the Company.

(d) Except as set forth in Schedule 6.26:

(i) the Company owns and possesses all, right, title and interest in and to, or has a valid and enforceable right or license to use the Company Intellectual Property as currently being used, and the consummation of the transaction contemplated by this Agreement will not conflict with, alter or impair any such rights;

(ii) the Company Intellectual Property is not subject to any Liens and is not subject to any restrictions or limitations regarding use or disclosure other than pursuant to Contracts identified on Schedule 6.26 applicable thereto;

(iii) the Company Intellectual Property owned and used by the Company is valid, subsisting, in full force and effect, and has not been cancelled, expired or abandoned;

(iv) (A) the Company has not infringed, misappropriated or otherwise conflicted with any Intellectual Property of any third Person; (B) the conduct of the business as currently conducted by the Company does not infringe upon any Intellectual Property owned or controlled by any third Person; and (C) the Company has not received any notice regarding any

of the foregoing (including any demands or offers to license any Intellectual Property from any third Person);

(v) to the Company's Knowledge: (A) no third Person has infringed, misappropriated or otherwise conflicted with any of the Company Intellectual Property; and (B) no such Claims have been brought or threatened against any third Person by the Company;

(vi) (A) all licenses listed on Schedule 6.26 are in full force and effect and, are enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights or by principles of equity and (B) there is no existing or, to the Company's Knowledge, threatened default under or violation of any of the Contracts listed on Schedule 6.26 by any other party thereto;

(vii) the Company is the owner of record with the respective Intellectual Property office for each item of Company Intellectual Property identified on Schedule 6.26 that is registered or with respect to which a registration application is pending;

(viii) each of John Molloy, Wayne Vincent and Robert Carlson, to the extent they each have contributed to or participated in the creation or development of any Intellectual Property in connection with the conduct of the Company's operations: (A) has created such materials in the scope of his or her employment with the Company and, by virtue of his or her relationship with the Company, and all right, title and interest in such Intellectual Property has, by operation of law, irrevocably vested in the Company; (B) is a party to a "work-for-hire" or assignment agreement under which the Company is deemed to be the original author and owner of all right, title and interest therein; (C) has assigned or is under an obligation to assign its or their right, title and interest therein to the Company; or (D) has granted the Company a perpetual, irrevocable, royalty-free license to use such Intellectual Property; and with respect to services provided to the Company by edot solutions since January 1, 2010, all such services were performed pursuant to purchase orders issued by the Company which provided that the Company owned the work product provided by edot solutions pursuant thereto;

(ix) to the Company's Knowledge, there are no violations of any confidentiality or assignment agreements relating to the Company Intellectual Property, any unauthorized disclosure of any Trade Secret or any other violation of any other obligations of confidentiality with respect thereto; and

(x) (A) the Company owns, or has sufficient license to use, all Computer Software, including Desktop Software, currently being used by the Company; (B) the Company is in compliance in all material respects with all provisions of any Contract pursuant to which the Company has the right to use such Computer Software, including Desktop Software; and (C) the consummation of the transaction contemplated by this Agreement will not impair any right, or cause the Company to be in violation of or default under any Contract related to such Computer Software, or terminate, modify, or entitle any other party to terminate or modify any such Contract.

SECTION 6.27 Gifts and Benefits. No employee or agent of Seller or the Company acting on such party's behalf has directly or indirectly, given or agreed to give, to any customer, supplier, governmental employee or any actual or purported agent of any of the foregoing who is or may be in a position to help or hinder the Business (or assist such party in connection with any actual or proposed transaction relating to the Business) (a) any illegal gift or benefit or (b) any gift or similar benefit which if not continued or repeated in the future, would have an adverse effect on the relationship of the Company with such entity or Person.

SECTION 6.28 Marriott Reimbursement. On June 20, 2012, the Company submitted all necessary filings to obtain payment from Marriott of only those expenses of the Company set forth on Schedule 6.28 (such expenses, being the "Marriott Previously Reimbursed June Expenses"), in connection with that certain Event Technology Professional Services Agreement, dated as of April 10, 2003 between Marriott and MVP International Inc. (as successor-in-interest to Molloy Corporation), as amended (the "Master Marriott Agreement"). The Company has received payment for such Marriott Previously Reimbursed June Expenses, and the Company has paid or caused to be paid such amounts to the employees of the Company and such other parties as applicable prior to the Closing.

SECTION 6.29 Unpaid Company Transaction Expenses. The Company has no unpaid payment obligations with respect to any Transaction Expenses, other than as set forth on Schedule 6.29 (such scheduled Transaction Expenses being the "Unpaid Company Transaction Expenses").

SECTION 6.30 No Other Unpaid Payment Obligations. The Company does not have any Unpaid Company Indebtedness, or any other payment obligations due and payable other than the Actual Unpaid June Expenses and the obligation to pay the Marriott Unreimbursed June Expenses to certain Company employees and third parties as described on Schedule 6.30. For purposes of this Section 6.30, "payment obligations due and payable" shall include any amounts documented in a vendor invoice received by the Company to the extent evidencing any payment obligation of the Company for a period prior to the Closing.

SECTION 6.31 Marriott Participating Hotels. All Marriott Hotels that are participating in the MVP 1.0 Program as of the Closing Date (including international Marriott Hotels) are listed on Schedule 6.31 (the "Marriott Participating Hotels"). With respect to each Marriott Participating Hotel, Schedule 6.31 sets forth the name and geographic location of the Marriott Participating Hotel, the automatic renewal date of the Marriott Participating Hotel's Event Technology Services Agreement, whether the Event Technology Services Agreement is a Standalone Agreement or a Joinder Agreement, and whether the Marriott Participating Hotel is franchised or managed by Marriott. Except as set forth in Schedule 6.31, the term of each Event Technology Services Agreement automatically renews (unless a non-renewal notice is provided at least 60 days prior to the stated automatic renewal date), and except for the Standalone Agreements which are governed by their own respective terms, each Event Technology Services Agreement is governed by the Master Marriott Agreement.

ARTICLE VII
POST-CLOSING AGREEMENTS

SECTION 7.01 Inspection. Sellers, on the one hand, and Purchaser, on the other hand, shall each retain and make their respective books and records (including work papers in the possession of their respective accountants) with respect to the Company available for inspection by the other parties hereto, or by their respective duly accredited representatives, for reasonable business purposes at all reasonable times during normal business hours, for a six (6) year period following the Closing Date, with respect to all transactions occurring prior to and those relating to the Closing, the historical financial condition, assets, liabilities, results of operations and cash flows of the Company. As used in this Section 7.01, the right of inspection includes the right to make extracts or copies, at the sole cost of the party making such extracts or copies. The representatives of a party inspecting the records of the other party shall be reasonably satisfactory to the other party.

SECTION 7.02 Trademarks. Sellers shall not, directly or indirectly, use and shall not license or take any action to permit any third party to use any name, slogan, logo or trademark that is similar or deceptively similar to any of the trademarks, service marks, trade names, Internet domain names, including all common law marks, or other name used in connection with the Business. For the avoidance of doubt, the parties agree that Molloy Corporation (and not the Company) owns the rights to the domain names printing-x-press.com, molloy-corp.com and printinguploads.com, as well as the facsimile number used by the Company, 713.771.3806, and that no right or license to the foregoing are assigned in the transactions contemplated by this Agreement.

SECTION 7.03 Further Assurances. The parties hereto shall execute such further documents, and perform such further acts, as may be reasonably necessary to consummate the transactions contemplated hereby, on the terms herein contained, and to otherwise comply with the terms of this Agreement. Without limiting the forgoing, Sellers shall complete, sign and deliver such documents as reasonably requested by Purchaser to notify the Company's banks post-Closing that Sellers are no longer an authorized agent of the Company (and that Sellers no longer have the ability to open or close bank accounts or sign for the Company or otherwise direct the withdrawal, transfer or deposit of funds with regard to its bank accounts) when and as requested by Purchaser.

SECTION 7.04 Non-Compete. Each Seller covenants and agrees that from and after the Closing and continuing for the lesser of five (5) years from the Closing Date or the longest time permitted by applicable Law, except as may be contemplated in the Consulting Agreement, none of Sellers or any of their respective Affiliates shall do any one or more of the following, directly or indirectly: (a) engage or participate, anywhere in the world, including without limitation each of the states and other Governmental Authorities in the United States of America, as well as Portugal and Governmental Authorities elsewhere in Europe, (the "Territory") as an owner, partner, member, stockholder, independent contractor, employee, agent, adviser, consultant or (without limitation by the specific enumeration of the foregoing) otherwise in any business that competes with the Business, as conducted on the Closing Date, including the MVP 1.0 Program, (b) solicit or attempt to solicit any Person that has been a customer, supplier, distributor, licensor, licensee or any other business relation of the Company within the past three (3) years, to purchase from any source other than the Company, Purchaser or their respective subsidiaries any product or services that has previously been supplied by the Company, or to cease doing business with, or to alter or limit its business relationship with, the

Company, Purchaser or their respective subsidiaries, (c) except with respect to Rob Carlson, take any actions that are calculated to persuade any employees, representatives or agents of the Company to terminate their association with the Company, Purchaser or their respective subsidiaries, or hire or otherwise retain the services of any employees, representatives or agents of the Company (whether on a full-time basis, part-time basis or otherwise and whether as an employee, independent contractor, consultant, advisor or in another capacity) who is acting in such capacity or has acted in such capacity at any time within the six (6) month period immediately preceding such proposed date of hire or retention, or (d) make (or cause to be made) to any Person any false statement about the Company, or any of its officers, directors, employees, partners, shareholders or agents (or any of its products or services). For purposes of this Section 7.04, to "engage" in a business means (x) to render services in (or with respect to) the Territory for that business, or (y) to own, manage, operate or control (or participate in the ownership, management, operation or control of) an enterprise engaged in that business in the Territory. Notwithstanding any provision to the contrary, however, nothing herein shall be construed to prohibit or limit Sellers' continued ownership of an interest in, employment by, management of, or operation of Molloy Corporation, provided that Molloy Corporation will not, during the period referenced herein, directly or indirectly engage or participate in the Business or any business that provides one or more outsourced audio visual services. Each Seller hereby acknowledges and agrees that the goodwill of the Company constitutes a valuable asset being acquired by Purchaser, without which the Purchaser would not receive the benefit of its bargain, and that the foregoing covenants are commercially reasonable and reasonably necessary to protect the Company and its goodwill. Each Seller further acknowledges that the restrictive covenants contained in this Section 7.04 are in connection with the sale of the business of the Company, and that Purchaser would not have entered into this Agreement without the Sellers' agreeing to be bound by the restrictive covenants contained in this Section 7.04. Nothing contained herein shall restrict any Seller from owning, as a passive investment, five percent (5%) or less of the equity securities of any Person in competition with Purchaser, which equity securities are listed on any national securities exchange or authorized for quotation on the Automated Quotations System of the National Association of Securities Dealers, Inc., as long as such Seller has no other business relationship, direct or indirect, with the issuer of such securities.

SECTION 7.05 Disclosure of Confidential Information. As an inducement for Purchaser to enter into this Agreement, each Seller agrees that for the longest period permitted by Law following the Closing Date, such Seller shall, and shall cause such Seller's Affiliates, to, maintain all Confidential Information in confidence and shall not disclose any Confidential Information to anyone outside of the Company, and such Seller shall, and shall cause such Seller's Affiliates, to, not use any Confidential Information for its own benefit or the benefit of any third party. Nothing in this Agreement, however, shall prohibit any Seller or Seller Affiliate from using or disclosing Confidential Information to the extent required by Law. If any Seller or Seller Affiliate is required by applicable Law to disclose any Confidential Information, such Seller shall (a) provide (or cause such Seller Affiliate to provide) Purchaser with prompt notice before such disclosure in order that Purchaser may attempt to obtain a protective order or other assurance that confidential treatment will be accorded such information and (b) cooperate (or cause such Seller Affiliate to cooperate) with Purchaser in attempting to obtain such order or assurance.

SECTION 7.06 Marriott Unreimbursed June Expenses and Westin Receivables. Following the Closing, the Company shall prepare (with the reasonable assistance of Sellers) and submit all necessary filings to obtain payment (a) of all expenses incurred by the Company's employees prior to the Closing Date in connection with the Master Marriott Agreement and reimbursable by Marriott, and all third party costs incurred by the Company and reimbursable by Marriott or any Marriott Hotels, in all cases to the extent not constituting Marriott Previously Reimbursed June Expenses (the "Marriott Unreimbursed June Expenses") and (b) from the Westin Hotels for services rendered by the Company on or prior to the Closing Date (the "Westin Pre-Closing Receivables"). Upon receipt of payment by the Company for such Marriott Unreimbursed June Expenses from Marriott, and only to the extent such payment is so received, Purchaser shall cause the Company to promptly reimburse the employees of the Company, or to promptly pay the applicable third parties, for such expenses and costs. Upon receipt of payment by the Company of the Westin Pre-Closing Receivables, and only to the extent such payment is so received, Purchaser shall cause the Company to promptly pay over such amount in full to Sellers. For the sake of absolute clarity, the "Marriott Unreimbursed June Expenses" shall not include any bonus paid to an employee of the Company and the Company shall not be required to seek payment from Marriott or the Westin Hotels with respect thereto.

SECTION 7.07 Estimated Unpaid June Expenses. On or immediately prior to the Closing Date, Sellers shall cause the Company to distribute all available cash from the bank accounts of the Company, leaving only the Estimated Unpaid June Expenses Amount; provided, however, that to the extent there are any outstanding checks issued by the Company as of the Closing Date, Sellers shall also leave in the applicable bank accounts the additional funds necessary to pay each such outstanding checks in full. Purchaser shall cause the Company to promptly pay all of the invoices for the Actual Unpaid June Expenses upon receipt of such invoices. In the event that the Estimated Unpaid June Expenses Amount is less than the aggregate amount of the Actual Unpaid June Expenses, Purchaser shall promptly notify Sellers thereof in writing (which notice shall include reasonable written documentation evidencing such shortfall), and Sellers shall pay to the Company the amount of the shortfall within ten (10) days after receipt of such notice. In the event that the Estimated Unpaid June Expenses Amount exceeds the aggregate amount of the Actual Unpaid June Expenses, Purchaser shall promptly refund Sellers the excess amount. All amounts paid pursuant to this Section 7.07 shall be considered adjustments to the Closing Purchase Price.

SECTION 7.08 Tax Matters.

(a) Preparation of Tax Returns and Filings. Sellers shall prepare all required Tax Returns of the Company for any taxable period of the Company which ended on or before the Closing Date (including the income Tax Returns for the taxable period ended on the Closing Date) and provide such Tax Returns to Purchaser at least thirty (30) days prior to the original or extended due dates therefore (as applicable) for Purchaser's review and approval, which approval shall not be unreasonably withheld, and for revision and filing by the Company after the Closing Date. Sellers shall pay Purchaser (in accordance with the procedures set forth in Section 8.04) for any amount owed by Sellers with respect to the Company pursuant to Section 8.04 in connection with such Tax Returns. Purchaser shall cause the Company to timely prepare and file with the appropriate Tax Authority all other Tax Returns required to be filed by the Company, and Sellers shall pay Purchaser (in accordance with the procedures set forth in

Section 8.04) for any amount owed by the Sellers in accordance with their liability under Section 8.04 with respect to any such Tax Returns. Purchaser agrees to cause the Company to file all Tax Returns for the period including the Closing Date on the basis that the relevant Taxable Period ended as of the close of business on the Closing Date, unless the relevant Tax Authority will not accept a Tax Return filed on that basis.

(b) Filing of Amended Tax Returns. Purchaser shall cause the Company to file any amended Tax Returns of the Company for taxable years ending on or prior to the Closing Date that are required as a result of examination adjustments made by the IRS or by the applicable state, local or foreign Tax Authorities for such taxable years as finally determined, and Sellers shall be responsible for paying any Tax liability associated with such Tax Returns. In the event the Purchaser intends to file an amended Tax Return for any pre-Closing taxable period including the year of Closing, which will affect Sellers, Purchaser agrees to notify Sellers thirty (30) days prior to the filing of such amended Tax Return to allow Sellers and their representatives the opportunity to review and approve such amended Tax Return, which approval cannot be withheld unreasonably and must be granted if such amended Tax Return is required by law. Nothing in this Section 7.08(b) shall affect the right of Sellers to contest or appeal a Tax Claim relating to a taxable period ending on or prior to the Closing Date, at Sellers' sole cost and expense, in accordance with the provisions of Section 8.04(e).

(c) Tax Refunds. The amount of any refunds or offsets of income Taxes of the Company for any pre-Closing taxable period shall be for the account of Sellers, provided that any income Tax refund or offset which arises from the carry back of a loss or credit from a post-Closing taxable period shall be for the benefit of Purchaser.

(d) Cooperation in Tax Matters. Sellers and Purchaser shall reasonably cooperate, and shall cause their respective Affiliates and representatives to reasonably cooperate, in preparing and filing all Tax Returns, including maintaining and making available to each other all records necessary in connection with Taxes and in resolving all disputes and audits with respect to all taxable periods relating to Taxes. Purchaser and Sellers agree (i) to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until ninety (90) days after the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any Tax Authority; (ii) to allow the other party and its representatives, at times and dates mutually acceptable to the parties, to inspect, review and make copies of such records as such party may deem necessary or appropriate from time to time, such activities to be conducted during normal business hours and at such party's expense; and (iii) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, Purchaser and Sellers, as the case may be, shall allow the other party to take possession of such books and records.

(a) Tax Sharing Agreement. Sellers shall cause the Company to terminate, on or before the Closing Date, the provisions of any Tax sharing agreement or similar arrangement between the Company and any of its Affiliates. After the Closing Date, no party shall have any rights or obligations under any such Tax sharing agreement.

SECTION 7.09 Payment of Employee Bonuses Through the Closing Date. On or prior to the Closing Date, Sellers have caused the Company to pay to all eligible employees the full amount of any employee bonuses arising under the Master Marriott Agreement with respect to the time period from January 1, 2012, through the Closing Date. Purchasers shall have the sole responsibility to cause the Company to timely pay to all eligible employees all employee bonuses arising under the Master Marriott Agreement with respect to the time period from July 1, 2012, thorough December 31, 2012 (such bonuses being the "Second Half 2012 Employee Bonuses"). For the avoidance of doubt, Sellers shall have no obligation to seek (and shall not seek) reimbursement or payment of any sums from Marriott or any Marriott Hotels related to the Second Half 2012 Employee Bonuses or for any other matter, nor shall Sellers have any obligation to pay any amounts in respect of the Second Half 2012 Employee Bonuses.

SECTION 7.10 Company Employees. With respect to Company employees who are employed by the Company immediately prior to the Closing and continue their employment with the Company after the Closing (collectively, the "Company Employees"), Purchaser shall, for a period ending not earlier than December 31, 2012, cause the Company to provide such employees with (i) base salary or wages, as applicable, that are not less favorable than the base salary or wages provided by the Company immediately prior to the Closing, (ii) bonus opportunities that are not less favorable than the bonus opportunities provided by the Company immediately prior to the Closing, and (iii) employee benefits that are not less favorable in the aggregate than those benefits Purchaser provides to its similarly situated employees. Purchaser shall cause the Company to honor and give credit for the Company Employees' service with the Company prior to the Closing for all purposes (other than benefit accrual) under the Company's benefit plans policies and programs to the same extent as such service was honored and given credit by the Company prior to the Closing. With respect to the Company's group health plan, Purchaser shall cause all preexisting illness exclusions to be waived for Company Employees to the extent any applicable waiting periods were satisfied under a comparable Benefit Plan prior to the Closing and shall provide credit for deductibles paid under a comparable Benefit Plan by any such employee during 2012 and prior to the Closing, in each case, only to the extent Sellers provide Purchaser with all information reasonably necessary to allow the foregoing to be effectuated. Sellers shall not be responsible for any liabilities with respect to accrued, but unused paid-time-off of any Company Employees to the extent such paid-time-off is set forth on Schedule 6.19. As of the Closing Date, Molloy Corporation and the Company shall have taken all action necessary or deemed reasonably advisable by the Purchaser to cause the Company Employees to no longer be eligible to participate in any Benefit Plan maintained by Molloy Corporation on or after the Closing Date. Nothing herein shall be interpreted as obligating the Company or Purchaser or any of their respective Affiliates to retain the employment of any Continuing Employee or other employee for any period of time. The provisions of this Section 7.10 are intended for the sole benefit of Purchaser and Sellers and shall not inure to the benefit of any other entity or Person or third party beneficiary or otherwise, and shall not be interpreted to amend or establish any Benefit Plan or other benefit policy, plan or program.

SECTION 7.11 Transition of IT Services. Notwithstanding any provision to the contrary, the parties acknowledge that Molloy Corporation and the Company utilize a shared IT environment, including hardware owned by the Company, for purposes of website hosting, e-mail services, redundancy, etc. Purchasers agree that Molloy Corporation may continue to use such shared IT environment, in substantially the same manner as on the Closing Date, without

charge, for a period of thirty (30) days after the Closing Date, to allow for an orderly transition to a substitute IT environment. The parties agree not to make any material changes to such existing shared IT environment prior to the end of such period, and to work together in good faith to accomplish such transition in a manner that does not unreasonably interfere with the business operations of either party.

SECTION 7.12 Company Resolutions Approving the Sublease. On July 1, 2012, Purchaser shall deliver to the Sellers the resolutions of the Company dated as of July 1, 2012 approving the Company's entry into the Sublease Agreement, in the form attached hereto as Exhibit F.

ARTICLE VIII
INDEMNIFICATION

SECTION 8.01 Indemnification Obligations of Seller. Each Seller, jointly and severally, shall defend, indemnify, save and hold harmless Purchaser and its Affiliates and their respective officers, directors, shareholders, members, managers, successors, and assigns (all of such Persons are collectively referred to herein as the "Purchaser Indemnitees") against and from any and all Losses sustained or incurred by any Purchaser Indemnitee resulting from or arising out of or by virtue of:

(a) any inaccuracy in or breach of any representation and warranty made by any Seller in this Agreement;

(b) any breach by any Seller or failure by any Seller to comply with, any of their covenants or obligations under this Agreement;

(c) any obligations of any Person that is an Affiliate of the Company on or before the Closing Date, including Molloy Corporation (including its operations under the d/b/a name of Printing-X-Press) and the Sellers;

(d) any Benefit Plan, whether or not terminated, any benefits accrued pursuant to Benefit Plan or compensation accrued on or prior to the Closing Date; or any action or failure to act, in whole or in part, on or prior to the Closing Date with respect to any Benefit Plan, but only to the extent that any such Loss is directly attributable to any period at or prior to the Closing; or

(e) any Claim against the Company made by any of Lynn Musterman, Justin Currid, Niki Hawkins or Mike Ruocco, arising out of the employment of any such Person by the Company on or prior to the Closing Date, including Claims relating to the termination of employment of any such Person.

SECTION 8.02 Indemnification Obligations of Purchaser. Purchaser shall defend, indemnify, save and keep hold the Sellers and their respective heirs, successors and permitted assigns against and from all Losses sustained or incurred by any of them resulting from or arising out of or by virtue of:

(a) any inaccuracy in or breach of any representation and warranty made by Purchaser in this Agreement; or

(b) any breach by Purchaser of, or failure by Purchaser to comply with, any of its covenants or obligations under this Agreement.

SECTION 8.03 Indemnification Limitations. The following limitations shall apply with respect to obligations of Sellers arising under Section 8.01(a):

(a) In no event shall Sellers have any obligations pursuant to Section 8.01(a) until the aggregate amount of all Losses for which Seller owes indemnification exceeds $20,000, in which event Sellers shall be required to pay the amount of such Losses in excess of such amount; and

(b) In no event shall Sellers have any obligations pursuant to Section 8.01(a) for an aggregate amount in excess of $200,000.

Notwithstanding the foregoing, the limitations of this Section 8.03 shall not apply to breaches of the Seller Fundamental Representations or Losses arising as a result of fraud, intentional misrepresentation or criminal liability. The amount of any Losses suffered shall be determined after taking into account all amounts which Purchaser actually receives under the provisions of any applicable insurance policies (*i.e.*, actual insurance policies, and not self-insurance or retention programs), with respect to any such Losses net of the reasonable costs incurred in collecting such amounts.

SECTION 8.04 Tax Indemnification.

Not withstanding anything herein to the contrary:

(a) Sellers, jointly and severally, shall indemnify, save and keep each Purchaser Indemnitee (including the Company) harmless against and from all Losses sustained or incurred by any Purchase Indemnitee as a result of, or arising out of, or by virtue of (i) any and all liability for Taxes of the Company or for which the Company may otherwise be liable for any Pre-Closing Tax Periods, (ii) any and all liability for Taxes of the Sellers or Sellers' spouses, (iii) any and all liability (as a result of Regulation Section 1.1502-6(a) or otherwise) for Taxes of the Company or any other entity which is or has been an Affiliate of the Company (other than the Company) for any Pre-Closing Tax Period, (iv) any breach by Sellers or their Affiliates (other than, after the Closing, the Company) of any covenant contained in Section 7.09 or Section 8.04 of this Agreement, and (v) the breach of any representation or warranty made by Sellers in Section 6.20 of this Agreement without regard to any qualification contained therein as to materiality or a material adverse effect. For purposes of this Section 8.04(a), Taxes shall include the amount of Taxes which would have been paid but for the application of any credit or net operating loss or capital loss deduction attributable to Post-Closing Tax Periods.

(b) Purchaser shall indemnify, save and keep Sellers harmless against and from all Losses sustained or incurred by Sellers as a result of, or arising out of, or by virtue of any and all liability for Taxes of the Company or for which the Company may otherwise be liable for any Post-Closing Tax Periods; provided, however, that Purchaser shall not indemnify or hold

harmless Sellers from and against any Taxes for which Sellers are liable under this agreement (including, without limitation, under Section 6.20 and Section 8.04(a).

(c) In the case of a Straddle Period:

(i) real, personal and intangible property Taxes ("Property Taxes") of the Company for a Pre-Closing Tax Period shall be equal to the amount of such Property Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the total number of days in the Straddle Period; and

(ii) the Taxes of the Company (other than Property Taxes) for any Pre-Closing Tax Period shall be computed as if such taxable period ended as of the close of business on the Closing Date.

(d) Sellers' indemnity obligations in respect of Taxes for a Pre-Closing Tax Period, to the extent applicable under Section 8.04(a), shall initially be effected by Sellers' payment to Purchaser of the excess of (i) any such Taxes for a Pre-Closing Tax Period (as may be evidenced in a written notice prepared by Purchaser) over (ii) the amount of such Taxes paid by the Company on or prior to the Closing Date. Sellers shall pay such excess to Purchaser within ten (10) days after written demand thereof is made by Purchaser (but not earlier than five (5) days before the date on which the Taxes for the relevant taxable period are required to be paid to the relevant Tax Authority). In the case of a Tax that is contested in accordance with the provisions of Section 8.04(e), payment of the Tax to the appropriate Tax Authority shall not be considered to be due earlier than the date a final determination to such effect is made by the appropriate Tax Authority or court.

(e) With respect to any Claim related to Taxes (a "Tax Claim") relating to a taxable period ending on or prior to the Closing Date, Sellers shall, upon written notification to Purchaser, control all proceedings and may make all decisions taken in connection with such Tax Claim (including selection of counsel) at their own expense; provided, however, that Purchaser and Sellers shall jointly control any such Tax Claims the resolution of which will have an effect on Taxes of the Company after the Closing Date. Purchaser and Sellers shall jointly control all proceedings taken in connection with any Tax Claim relating solely to Taxes of the Company for a Straddle Period. Purchaser shall control at its own expense all proceedings with respect to any Tax Claim relating to a taxable period beginning after the Closing Date. A party shall promptly notify the other party if it decides not to control the defense or settlement of any Tax Claim which it is entitled to control pursuant to this Agreement, and the other party shall thereupon be permitted to defend and settle such proceeding without prejudice. No Tax Claim in which Purchaser and Sellers are entitled to jointly control all proceedings taken in connection with any Tax Claim can be settled without the written consent of both Purchaser and Sellers.

(f) Sellers, Purchaser and the Company shall give prompt written notice to each other upon receipt from any Governmental Authority of any notice with respect to any Tax Claim (including a copy of such notice), shall promptly furnish to one another copies of all correspondence given to and received from any Governmental Authority in connection therewith, and shall otherwise reasonably cooperate with each other in contesting any Tax Claim.

Such cooperation shall include the retention and, upon the request of the party or parties controlling proceedings relating to such Tax Claim, the provision to such party or parties of records and information which are reasonably relevant to such Tax Claim, and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder or to testify at proceedings relating to such Tax Claim.

SECTION 8.05 Survivability of Representations and Warranties. The representations and warranties contained in this Agreement shall survive for a period of eighteen (18) months from the Closing Date, except for (i) the Seller Fundamental Representations, other than those contained in Section 6.18 (ERISA) and Section 6.20 (Taxes), and Purchaser Fundamental Representations, which shall survive indefinitely, and (ii) representations and warranties contained in Section 6.18 (ERISA) and Section 6.20 (Taxes), which shall survive for the applicable statute of limitations plus thirty (30) days.

SECTION 8.06 Exclusive Remedy. The rights of the parties under this Article 8 shall be the exclusive post-Closing remedy of such parties with respect to claims resulting from any breach of any representation, warranty, covenant or agreement contained in this Agreement; provided, however, that this Section 8.06 is not intended in any way to limit or restrict the right of any party to separately seek equitable remedies, including injunctive relief or to pursue a claim for fraud, intentional misrepresentation, criminal liability or other non-waivable rights of action.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01 Publicity. Except as otherwise required by Law, press releases concerning this transaction shall be made only with the prior agreement of the Sellers and Purchaser, and no such press releases or other publicity shall state the amount of the Closing Purchase Price.

SECTION 9.02 Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile or by nationally recognized private courier. Notices delivered by hand, by facsimile, or by nationally recognized private carrier shall be deemed given on the day of receipt; provided, however, that a notice delivered by facsimile shall only be effective if such notice is also delivered by hand or nationally recognized private courier, on or before two business days following its delivery by facsimile. All notices shall be addressed as follows:

If to the Sellers, to:

John Molloy
41 Foxhall Crescent
Sugar Land, Texas 77479
Facsimile: (713) 771-3806

with a copy to:

BoyarMiller
4265 San Felipe, Suite 1200
Houston, Texas 77027
Facsimile: (713) 552-1758
Attention: Gus J. Bourgeois III

If to Purchaser, to:

Swank Audio Visuals
639E Gravois Bluffs
St. Louis, Missouri 63026
Facsimile: (636) 680-2851
Attention: Gregory R. Diekemper
Daniel B. Bauman

with a copy to:

Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Facsimile: (312) 853-7036
Attention: Jeffrey N. Smith
Dirk W. Andringa

or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 9.02.

SECTION 9.03 Fees and Expenses. Each party hereto shall bear all fees and expenses incurred by such party in connection with, relating to or arising out of the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including attorneys', accountants' and other professional fees and expenses.

SECTION 9.04 Entire Agreement. This Agreement and the instruments to be delivered by the parties pursuant to the provisions hereof and that certain letter agreement dated as of even date herewith among Sellers and Purchaser constitute the entire agreement between the parties with respect to the transactions described herein. Each exhibit, and the Disclosure Schedules, shall be considered incorporated into this Agreement.

SECTION 9.05 Survival; Non-Waiver. Subject to Section 8.04, all representations, warranties and covenants shall survive the Closing (and shall not merge into any instrument or conveyance). The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, right or privileges, but the same shall continue and remain in

full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

SECTION 9.06 Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Texas applicable to contracts made in that State, without regard to any conflict of laws principles of the State of Texas.

SECTION 9.07 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 9.08 Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Purchaser may assign this Agreement to any lender of Purchaser or the Company, as security for obligations to such lender in respect of a financing arrangements entered into by Purchaser or the Company.

SECTION 9.09 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered by Purchaser and the Sellers.

SECTION 9.10 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

SECTION 9.11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the parties under this Agreement.

SECTION 9.12 Remedies. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by a party in accordance with their specific terms or were otherwise breached by a party. It is accordingly agreed that each party hereto shall be entitled to an injunction or injunctions (including temporary restraining orders and preliminary injunctions) to prevent breaches of this Agreement by another party hereto and to enforce specifically the terms and provisions hereof against another party hereto in any court having jurisdiction (without posting a bond or other security). Purchaser's right to such injunctive relief is in addition to any other remedy to which a party hereto is entitled at law or in equity, including without limitation the right of Purchaser to offset any Losses for which Purchaser is entitled to recover in connection with this Agreement against any payment obligation otherwise owed by Purchaser to Sellers or their Affiliates, or Wayne Vincent, in connection with this Agreement, including the Outsource Payments.

SECTION 9.13 Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.13.

SECTION 9.14 Counterparts. This Agreement may be executed in separate counterparts (including by facsimile, photo or other electronic means), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

SECTION 9.15 No Strict Construction. The parties hereto jointly participated in the negotiation and drafting of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their collective mutual intent, this Agreement shall be construed as if drafted jointly by the parties hereto, and no rule of strict construction shall be applied against any Person.

* * * * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PURCHASER:

SWANK AUDIO VISUALS, L.L.C.

By: _____
Name: DANIEL SWANK
Title: EVP & CFO

SELLERS:

_____
JOHN MOLLOY

_____
DOROTHY MOLLOY

ACKNOWLEDGED AND AGREED WITH RESPECT TO THE PROVISIONS OF SECTION 4.05 ONLY:

_____
WAYNE VINCENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PURCHASER:

SWANK AUDIO VISUALS, L.L.C.

By: _____
Name:
Title:

SELLERS:

_____
JOHN MOLLOY

_____
DOROTHY MOLLOY

ACKNOWLEDGED AND AGREED WITH RESPECT TO THE PROVISIONS OF SECTION 4.05 ONLY:

_____
WAYNE VINCENT