

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504994

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CPPIB Credit Investments Inc as Resigning Agent		01/08/2019	Corporation: CANADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, NA., as Successor Agent
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	2677105	PS PRESENTATION SERVICES
Registration Number:	3207317	AV2U
Registration Number:	2688180	AUDIO VISUAL HEADQUARTERS
Registration Number:	2688179	AVHQ
Registration Number:	1233960	TOTAL AUDIO VISUAL SERVICES
Registration Number:	3226653	AV2U
Registration Number:	2719494	PS
Registration Number:	2789417	USAV
Registration Number:	2789416	BLUMBERG COMMUNICATIONS
Registration Number:	2807131	HOSPITALITY RESOURCES INCORPORATED
Registration Number:	2872586	AVSC
Registration Number:	2872589	AVHQ MEETING SERVICES
Registration Number:	2875566	AVHQ SHOW SOLUTIONS
Registration Number:	2880255	AVHQ MEETING SERVICES
Registration Number:	2882954	PSAV
Registration Number:	2882950	PSAV PRESENTATION SERVICES
Registration Number:	2887875	AV ON COMMAND
Registration Number:	2890114	AVHQ RENTAL SERVICES
Registration Number:	2890115	AVHQ SHOW SOLUTIONS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1857000	AUDIO VISUAL HEADQUARTERS
Registration Number:	2952986	AVHQ RENTAL SERVICES
Registration Number:	2973519	AV ON COMMAND
Registration Number:	1908815	B BAUER AUDIO VISUAL, INC.
Registration Number:	3049899	AUDIOVISUAL HEADQUARTERS
Registration Number:	3055816	SOUND & STAGECRAFT
Registration Number:	3053425	AVHQ AUDIOVISUAL HEADQUARTERS
Registration Number:	1983623	USAV UNITED STATES AUDIOVISUAL, INC.
Registration Number:	4421222	PSAV
Registration Number:	4421230	PSAV
Registration Number:	2205071	MVP VISUAL PRESENTATIONS
Registration Number:	2283703	TRAINEX INTERNATIONAL
Registration Number:	2286970	MVP INTERNATIONAL
Registration Number:	4004339	SWANK AUDIO VISUALS
Registration Number:	4250917	
Registration Number:	4246901	SWANK MOBILE MEETING MANAGER
Registration Number:	4216632	THE JOURNEY
Registration Number:	4370738	SWANKAV.COM
Registration Number:	3467179	DELIVERING THE SPECTACULAR
Registration Number:	3757902	FLAWLESS EXECUTION
Registration Number:	3566472	FLEX 7
Registration Number:	3715920	SWANK AUDIO VISUALS
Registration Number:	3358802	WE TRANSFORM ORDINARY MEETINGS INTO EXTR
Registration Number:	4439090	FL7EX
Registration Number:	4435385	SWANK AUDIO VISUALS
Registration Number:	3826749	VAE
Registration Number:	4545324	AMERICAN AUDIO VISUAL CENTER
Registration Number:	3474677	AVC AMERICAN AUDIO VISUAL CENTER EXTREME
Registration Number:	3305797	EXTREME CUSTOMER SERVICE
Registration Number:	3429703	AMERICAN AUDIO VISUAL CENTER
Registration Number:	4456612	PSAV
Registration Number:	4456613	PSAV
Registration Number:	4456614	PSAV
Registration Number:	4917145	BLUE AVENUE STUDIOS
Registration Number:	5186278	STILER PANEL
Registration Number:	5127639	PSAV SELECT
Serial Number:	87171721	BACKSTAGE PASS

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4756**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Jay daSilva**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 1034430 TM1**NAME OF SUBMITTER:** Connor Wise**SIGNATURE:** /Connor Wise/**DATE SIGNED:** 01/08/2019**Total Attachments: 10**

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ASSIGNMENT OF TRADEMARK SECURITY INTEREST, dated as of January 8, 2019 (this “**Assignment**”), by CPPIB CREDIT INVESTMENTS INC. (“**CPPIB**”), as existing collateral agent for the Secured Parties (as defined in the Security Agreement described below) (in such capacity, the “**Resigning Agent**”) and JPMORGAN CHASE BANK, N.A. (“**JPMCB**”), as successor collateral agent for the Secured Parties (in such capacity, the “**Successor Agent**”).

A. Reference is made to the First Lien Term Loan Agreement dated as of October 25, 2018 (the “**First Lien Term Loan Agreement**”), among PSAV Group (Canada) Holding Corp. (the “**Borrower**”), PSAV Group (Canada) Investments Corp. (“**Initial Holdings**”), Frischkorn Audio-Visual ULC (as successor by amalgamation to PSAV Group (Canada) Acquisition ULC) (“**Frischkorn**”), PSAV Intermediate Corp. (“**PSAV Intermediate**”), AVSC Holding Corp. (“**AVSC**”), the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and CPPIB, as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the First Lien Term Loan Agreement.

B. Reference is made to the First Lien Pledge and Security Agreement, dated as of October 25, 2018 (the “**Security Agreement**”), among AVSC, PSAV Intermediate, the Subsidiary Parties from time to time party thereto and the Resigning Agent.

C. Reference is made to the First Lien Trademark Security Agreement, dated as of October 25, 2018 (the “**Trademark Security Agreement**”), by Audio Visual Services LLC, Audio Visual Services Group, LLC and PSAV (NY) LLC (together with Audio Visual Services LLC and Audio Visual Services Group, LLC, the “**Grantors**”) in favor of the Resigning Agent, pursuant to which, among other things, each Grantor granted a security interest to the Resigning Agent, for the benefit of the Secured Parties, in, among other things, certain registered trademarks of such Grantor listed in an attachment to the Trademark Security Agreement, which security interest was filed on October 31, 2018 with the United States Patent and Trademark Office (the “**USPTO**”).

C. Pursuant to the Successor Agent Agreement dated as of January 8, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Successor Agent Agreement**”), among JPMCB, CPPIB, the lenders under the First Lien Term Loan Agreement party thereto, the Borrower, Initial Holdings, Frischkorn, PSAV Intermediate, AVSC and the subsidiary guarantors party thereto, CPPIB, as existing Administrative Agent under the First Lien Term Loan Agreement and the other Loan Documents, has assigned all its right, title and interest in and to the trademarks identified on Schedule I hereto (the “**Trademark Collateral**”) to JPMCB, as the Successor Agent. Until now, CPPIB has remained the secured party of record with the USPTO.

SECTION 1. *Assignment.* Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent hereby confirms the assignment, pursuant to the Successor Agent Agreement, of all its right, title and interest in, to and under the Trademark Collateral under the Security Agreement and the Trademark Security Agreement to the Successor Agent and the Successor Agent hereby confirms its acceptance of such assignment.

SECTION 2. *Miscellaneous.*

(a) This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become effective when it shall have been executed by each party hereto and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by electronic submission shall be effective as delivery of a manually executed counterpart of this Assignment.

(b) THIS ASSIGNMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

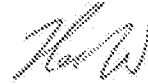
(c) Section headings used herein are for convenience of reference only, are not part of this Assignment and are not to affect the construction of, or to be taken into consideration in interpreting, this Assignment.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

CPPIB CREDIT INVESTMENTS INC., as
Resigning Agent,

By



Name: Hetal Patel

Title: Authorized Signatory

[Signature Page to Assignment of Trademark Security Interest]

TRADEMARK
REEL: 006519 FRAME: 0768

JPMORGAN CHASE BANK, N.A., as
Successor Agent,

By 
Name: Gene Riego de Dios
Title: Executive Director

[Signature Page to Assignment of Trademark Security Interest]

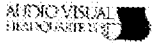
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TRADEMARK
REEL: 006519 FRAME: 0769

Schedule I

1. U.S. Trademark Registrations

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
1.	PS PRESENTATION SERVICES (DESIGN) 	2677105	1/21/2003	76332545	10/30/2001	Audio Visual Services LLC
2.	AV2U (words only)	3207317	2/13/2007	78397332	4/6/2004	Audio Visual Services LLC
3.	AUDIO VISUAL HEADQUARTERS (words only)	2688180	2/18/2003	76332547	10/30/2001	Audio Visual Services LLC
4.	AVHQ (words only)	2688179	2/18/2003	76332544	10/30/2001	Audio Visual Services LLC
5.	TOTAL AUDIO VISUAL SERVICES	1233960	4/5/1983	73231129	9/13/1979	PSAV (NY) LLC
6.	AV2U (stylized design) 	3226653	4/10/2007	78402596	4/15/2004	Audio Visual Services LLC
7.	PS (design) 	2719494	5/27/2003	78147521	7/25/2002	Audio Visual Services LLC
8.	USAV (words only)	2789417	12/2/2003	76337809	11/13/2001	Audio Visual Services LLC
9.	BLUMBERG COMMUNICATIONS (words only)	2789416	12/2/2003	76337803	11/13/2001	Audio Visual Services LLC
10.	HOSPITALITY RESOURCES INCORPORATED (words only)	2807131	1/20/2004	76337805	11/13/2001	Audio Visual Services LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
11.	AVSC (design + words) AVSC	2872586	8/10/2004	78141291	7/3/2002	Audio Visual Services LLC
12.	AVHQ MEETING SERVICES (words only)	2872589	8/10/2004	78142965	7/11/2002	Audio Visual Services LLC
13.	AVHQ SHOW SOLUTIONS (design) AVHQ SHOW SOLUTIONS	2875566	8/17/2004	78141293	7/3/2002	Audio Visual Services LLC
14.	AVHQ MEETING SERVICES (design) AVHQ MEETING SERVICES	2880255	8/31/2004	78141298	7/3/2002	Audio Visual Services LLC
15.	PSAV	2882954	9/7/2004	78142970	7/11/2002	Audio Visual Services LLC
16.	PSAV Presentation Services (design) PSAV PRESENTATION SERVICES	2882950	9/7/2004	78141281	7/3/2002	Audio Visual Services LLC
17.	AV ON COMMAND (words only)	2887875	9/21/2004	78273506	7/11/2003	Audio Visual Services LLC
18.	AVHQ RENTAL SERVICES (words only)	2890114	9/28/2004	78142968	7/11/2002	Audio Visual Services LLC
19.	AVHQ SHOW SOLUTIONS (words only)	2890115	9/28/2004	78142969	7/11/2002	Audio Visual Services LLC
20.	AUDIO VISUAL HEADQUARTERS (design) 	1857000	10/4/1994	74360419	2/19/1993	Audio Visual Services LLC
21.	AVHQ RENTAL SERVICES (design) AVHQ RENTAL SERVICES	2952986	5/17/2005	78141296	7/3/2002	Audio Visual Services LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
22.	AV ON COMMAND (design) 	2973519	7/19/2005	78273512	7/11/2003	Audio Visual Services LLC
23.	BAUER AUDIO VISUAL, INC. (design) 	1908815	8/1/1995	74471538	12/16/1993	Audio Visual Services LLC
24.	AUDIOVISUAL HEADQUARTERS	3049899	1/24/2006	78523881	11/29/2004	Audio Visual Services LLC
25.	SOUND & STAGECRAFT	3055816	1/31/2006	76337804	11/13/2001	Audio Visual Services LLC
26.	AVHQ AUDIO VISUAL HEADQUARTERS (design) 	3053425	1/31/2006	78443257	6/29/2004	Audio Visual Services LLC
27.	USAV UNITED STATES AUDIOVISUAL (design) 	1983623	7/2/1996	74624384	1/23/1995	Audio Visual Services LLC
28.	PSAV (design) (no color) 	4421222	10/22/2013	85860300	2/26/2013	Audio Visual Services LLC
29.	PSAV (design) (black with yellow) 	4421230	10/22/2013	85860467	2/26/2013	Audio Visual Services LLC
30.	MVP VISUAL PRESENTATIONS	2205071	11/24/1998	75282961	4/28/1997	Audio Visual Services Group, LLC
31.	TRAINEX INTERNATIONAL	2283703	10/5/1999	75280404	4/24/1997	Audio Visual Services Group, LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
32.	MVP INTERNATIONAL	2286970	10/19/1999	75310332	6/17/1997	Audio Visual Services Group, LLC
33.	SWANK AUDIO VISUALS	4004339	8/2/2011	77887322	12/7/2009	Audio Visual Services Group, LLC
34.	 GLOBE DESIGN ONLY (LOGO ONLY)	4250917	11/27/2012	85373148	7/16/2011	Audio Visual Services Group, LLC
35.	 SWANK MOBILE MEETING MANAGER (& DESIGN)	4246901	11/20/2012	85373156	7/16/2011	Audio Visual Services Group, LLC
36.	THE JOURNEY	4216632	10/2/2012	85430224	9/23/2011	Audio Visual Services Group, LLC
37.	SWANKAV.COM	4370738	7/23/2013	85566572	3/12/2012	Audio Visual Services Group, LLC
38.	DELIVERING THE SPECTACULAR	3467179	7/15/2008	77335511	11/21/2007	Audio Visual Services Group, LLC
39.	FLAWLESS EXECUTION	3757902	3/9/2010	77036488	11/3/2006	Audio Visual Services Group, LLC
40.	FLEX 7	3566472	1/27/2009	77195877	6/1/2007	Audio Visual Services Group, LLC
41.	 SWANK AUDIO VISUALS (& DESIGN)	3715920	11/24/2009	77344664	12/5/2007	Audio Visual Services Group, LLC
42.	WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS	3358802	12/25/2007	77145016	3/30/2007	Audio Visual Services Group, LLC
43.	FLEX 7 	4439090	11/26/2013	85855071	2/20/2013	Audio Visual Services Group, LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
44.	SWANK AUDIO VISUALS 	4435385	11/19/2013	85855085	2/20/2013	Audio Visual Services Group, LLC
45.	VAE 	3826749	8/3/2010	76700349	11/12/2009	Audio Visual Services Group, LLC
46.	American Audio Visual Center 	4545324	6/3/2014	85768255	10/31/2012	Audio Visual Services Group, LLC
47.	American Audio Visual Center Extreme Customer Service 	3474677	7/29/2008	77159680	4/18/2007	Audio Visual Services Group, LLC
48.	Extreme Customer Service 	3305797	10/9/2007	77070450	12/22/2006	Audio Visual Services Group, LLC
49.	American Audio Visual Center	3429703	5/20/2008	77159679	4/18/2007	Audio Visual Services Group, LLC
50.	PSAV (design) (black with grey) 	4456612	12/24/2013	85860643	2/26/2013	Audio Visual Services LLC
51.	PSAV (design) (white with grey) 	4456613	12/24/2013	85860656	2/26/2013	Audio Visual Services LLC
52.	PSAV (design) (white with yellow) 	4456614	12/24/2013	85860665	2/26/2013	Audio Visual Services LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
53.	Blue Avenue Studios BLUE AVENUE STUDIOS	4917145	3/15/2016	86491418	12/29/2014	Audio Visual Services Group, LLC
54.	sTILer Panel	5186278	4/18/2017	87171678	9/14/2016	Audio Visual Services Group, LLC
55.	PSAV SELECT	5127639	1/24/2017	87049666	5/25/2016	Audio Visual Services LLC

2. U.S. Trademark Applications

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	Backstage Pass			87171721 (Intent to Use)	9/14/2016	Audio Visual Services Group, LLC

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