

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504995

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, N.A., 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: 1			
Property Type	Number	Word Mark	
Registration Number:	4554423	MEDIACO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.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 TM2		
NAME OF SUBMITTER:	Connor Wise		
SIGNATURE:	/Connor Wise/		
DATE SIGNED:	01/08/2019		
Total Attachments: 5			
source=PSAV - Successor Agent Agreement - Trademark Filing #2#page2.tif			
source=PSAV - Successor Agent Agreement - Trademark Filing #2#page3.tif			
source=PSAV - Successor Agent Agreement - Trademark Filing #2#page4.tif			

OP \$40.00 4554423

source=PSAV - Successor Agent Agreement - Trademark Filing #2#page5.tif

source=PSAV - Successor Agent Agreement - Trademark Filing #2#page6.tif

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 Frischkorn Audio-Visual Corp. (the “**Grantor**”) in favor of the Resigning Agent, pursuant to which, among other things, the Grantor granted a security interest to the Resigning Agent, for the benefit of the Secured Parties, in, among other things, certain registered trademarks of the 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.

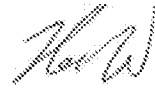
(c) Section headings used herein are for convenience of reference only, are not part of this Assignment and are not to affect the construction of, or to be taken into consideration in interpreting, this Assignment.

[The remainder of this page intentionally left blank]

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: 0780

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]

[[3889448]]

TRADEMARK
REEL: 006519 FRAME: 0781

Schedule I

1. U.S. Trademark Registrations

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
1.	MEDIACO	4554423	6/24/2014	85906677	4/17/2013	Frischkorn Audio-Visual Corp.

[[3889448]]