

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Event Technologies, LLC		12/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as First Lien TL Agent		
Street Address:	4 Chase MetroTech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2879165	AVT	
Registration Number:	4811900	ENCORE	
Registration Number:	4811901	ENCORE EVENT TECHNOLOGIES	
Registration Number:	3026288	GIG-A-BOX	
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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	1163801		
NAME OF SUBMITTER:	Connor Wise		
SIGNATURE:	/Connor Wise/		
DATE SIGNED:	12/13/2019		

OP \$115.00 2879165

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of December 13, 2019 (this "Agreement"), is made by Encore Event Technologies, LLC, a Nevada limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. (as successor collateral agent to CPPIB Credit Investments Inc.), in its capacity as collateral agent under the Credit Agreement referred to below (in such capacity, the "First Lien TL Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Term Loan Credit Agreement dated as of October 25, 2018 (as amended by the Successor Agent Agreement, dated as of January 8, 2019, the First Amendment, dated as of November 25, 2019, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PSAV Group (Canada) Holding Corp. (the "Borrower"), PSAV Group (Canada) Investments Corp., PSAV Group (Canada) Acquisition ULC, AVSC Holding Corp. ("Holdings"), PSAV Intermediate Corp. ("PSAV"), the Subsidiaries of the Borrower from time to time party thereto (including Grantor, which became party thereto pursuant to the Joinder Agreement, dated as of December 13, 2019 (the "Joinder Agreement"), by and among Grantor, the First Lien TL Agent and the other New Subsidiaries party thereto), the Lenders and the First Lien TL Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, PSAV and certain Subsidiaries of the Borrower party thereto as Subsidiary Parties (including Grantor, which became party thereto pursuant to the Joinder Agreement), have executed and delivered the First Lien Pledge and Security Agreement, dated as of October 25, 2018 (as supplemented by Supplement No. 1, dated as of October 25, 2018, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the First Lien TL Agent or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the First Lien TL Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of such Grantor's Collateral, including the Trademarks that are not Excluded Assets; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the First Lien Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations, Grantor hereby agrees with the First Lien TL Agent as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the First Lien TL Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed on Schedule A hereto, whether now owned by, or hereafter acquired by or arising in favor of, the Grantor, but excluding the Excluded Assets (collectively, the "Trademark Collateral"), as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 7.12 thereof, the First Lien TL Agent shall, at the expense of such Grantor, promptly execute and deliver to Grantor documents as Grantor may reasonably request to evidence such termination or release of the security interest in the Trademark Collateral under this Agreement.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an be original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Choice of Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, 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.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

ENCORE EVENT TECHNOLOGIES, LLC,
as Grantor

By: 

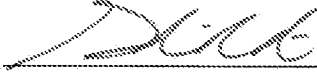
Name: J. Whitney Markowitz

Title: Chief Legal Counsel and Secretary

[Grant of Security Interest in Trademarks (Canadian Facility)]

TRADEMARK
REEL: 006815 FRAME: 0719

JPMORGAN CHASE BANK, N.A.,
as the First Lien Agent

By: 
Name: Gene R. Riego de Dios
Title: Executive Director

[Grant of Security Interest in Trademarks]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. #	Owner (USPTO)
AVT	2,879,165	Encore Event Technologies, LLC
ENCORE	4,811,900	Encore Event Technologies, LLC
ENCORE EVENT TECHNOLOGIES	4,811,901	Encore Event Technologies, LLC
GIG-A-BOX	3,026,288	Encore Event Technologies, LLC