

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUDIO VISUAL SERVICES LLC		08/24/2020	Limited Liability Company: DELAWARE
AUDIO VISUAL SERVICES GROUP, LLC		08/24/2020	Limited Liability Company: DELAWARE
MVP INTERNATIONAL INC.		08/24/2020	Corporation: TEXAS
PSAV (NY) LLC		08/24/2020	Limited Liability Company: DELAWARE
ENCORE EVENT TECHNOLOGIES, LLC		08/24/2020	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	BLACKSTONE HOLDINGS FINANCE CO. L.L.C., as Notes Agent
Street Address:	345 Park Avenue
Internal Address:	WCM Global Middle Office;15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10154
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 61

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

TRADEMARK

Property Type	Number	Word Mark
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
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:	2029766	EXECUTIVE EXPRESS
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:	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

Property Type	Number	Word Mark
Registration Number:	4456613	PSAV
Registration Number:	4456614	PSAV
Registration Number:	4917145	BLUE AVENUE STUDIOS
Registration Number:	5186278	STILER PANEL
Registration Number:	5127639	PSAV SELECT
Registration Number:	2879165	AVT
Registration Number:	4811900	ENCORE
Registration Number:	4811901	ENCORE EVENT TECHNOLOGIES
Registration Number:	3026288	GIG-A-BOX
Serial Number:	87171721	BACKSTAGE PASS
Registration Number:	4216632	THE JOURNEY

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553222

Email: jnull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 003494/0008

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 08/25/2020

Total Attachments: 15

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NOTE PURCHASE AGREEMENT INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS NOTE PURCHASE AGREEMENT INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of August 24, 2020, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Blackstone Holdings Finance Co. L.L.C., in its capacity as notes agent for the Purchasers and collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Notes Agent**”).

WHEREAS, pursuant to that certain Note Purchase Agreement Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantors, the Notes Agent and certain other parties thereto, in order to secure payments of the Obligations (as defined in the Note Purchase Agreement), each Grantor has assigned, pledged and granted to the Notes Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (the “**Intellectual Property**”). Until the Termination Date (as defined in the Note Purchase Agreement), the Notes Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants the Notes Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

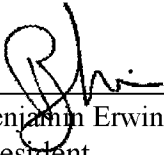
FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Delivery of an executed counterpart of a signature page of this Agreement, by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words “executed,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. “**Electronic Signature**” means an electronic symbol or process attached to a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

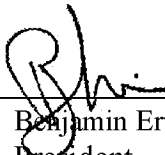
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

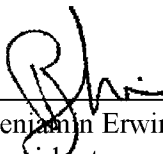
AUDIO VISUAL SERVICES LLC (f/k/a Audio Visual Services Corporation), as Grantor

By: 
Name: Benjamin Erwin
Title: President

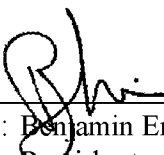
AUDIO VISUAL SERVICES GROUP, LLC
(f/k/a Audio Visual Services Group, Inc. and successor by merger to Audio Visual Services (NY) Corporation, a New York corporation, and Visual Aids Electronics Corp., a District of Columbia corporation), as Grantor

By: 
Name: Benjamin Erwin
Title: President

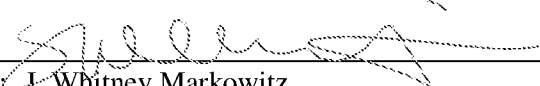
MVP INTERNATIONAL INC. as Grantor

By: 
Name: Benjamin Erwin
Title: President

PSAV (NY) LLC (successor by merger to Audio Visual Services (NY) Corporation, a New York corporation), as Grantor

By: 
Name: Benjamin Erwin
Title: President

ENCORE EVENT TECHNOLOGIES, LLC,
as Grantor

By: 
Name: J. Whitney Markowitz
Title: Chief Legal Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BLACKSTONE HOLDINGS FINANCE CO. L.L.C.,
as Notes Agent

By: BLACKSTONE HOLDINGS I L.P., its sole member

By: BLACKSTONE HOLDINGS I/II GP INC., its general partner

By: _____


Name: Christopher Striano


Title: Authorized Signatory








**Schedule I
Trademarks**




U.S. Trademark Registrations


1. Registrations

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
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 (USPTO reflects Audio Visual Services (NY) Corporation)
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




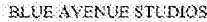
No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
10.	HOSPITALITY RESOURCES INCORPORATED (words only)	2807131	1/20/2004	76337805	11/13/2001	Audio Visual Services LLC
11.	AVSC (design + words) AVSC	2872586	8/10/2004	78141291	7/3/2002	Audio Visual Services LLC
12.	AVHQ MEETING SERVICES (words only)	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) AUDIO VISUAL HEADQUARTERS 	1857000	10/4/1994	74360419	2/19/1993	Audio Visual Services LLC

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
21.	AVHQ RENTAL SERVICES (design) 	2952986	5/17/2005	78141296	7/3/2002	Audio Visual Services LLC
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.	EXECUTIVE EXPRESS (design) 	2029766	1/14/1997	74711599	8/7/1995	Audio Visual Services LLC
29.	PSAV (design) (no color) 	4421222	10/22/2013	85860300	2/26/2013	Audio Visual Services LLC

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
30.	PSAV (design) (black with yellow) 	4421230	10/22/2013	85860467	2/26/2013	Audio Visual Services LLC (USPTO reflects Audio Visual Services Corporation)
31.	MVP VISUAL PRESENTATIONS	2205071	11/24/1998	75282961	4/28/1997	MVP International Inc.
32.	TRAINEX INTERNATIONAL	2283703	10/5/1999	75280404	4/24/1997	MVP International Inc.
33.	MVP INTERNATIONAL	2286970	10/19/1999	75310332	6/17/1997	MVP International Inc.
34.	SWANK AUDIO VISUALS	4004339	8/2/2011	77887322	12/7/2009	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
35.	 GLOBE DESIGN ONLY (LOGO ONLY)	4250917	11/27/2012	85373148	7/16/2011	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
36.	 SWANK MOBILE MEETING MANAGER (& DESIGN)	4246901	11/20/2012	85373156	7/16/2011	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
37.	THE JOURNEY	4216632	10/2/2012	85430224	9/23/2011	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
38.	SWANKAV.COM	4370738	7/23/2013	85566572	3/12/2012	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
39.	DELIVERING THE SPECTACULAR	3467179	7/15/2008	77335511	11/21/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
40.	FLAWLESS EXECUTION	3757902	3/9/2010	77036488	11/3/2006	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
41.	FLEX 7	3566472	1/27/2009	77195877	6/1/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
42.	 SWANK AUDIO VISUALS (& DESIGN)	3715920	11/24/2009	77344664	12/5/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
43.	WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS	3358802	12/25/2007	77145016	3/30/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
44.	FLEX 7 	4439090	11/26/2013	85855071	2/20/2013	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
45.	SWANK AUDIO VISUALS 	4435385	11/19/2013	85855085	2/20/2013	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
46.	VAE 	3826749	8/3/2010	76700349	11/12/2009	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
47.	American Audio Visual Center AMERICAN AUDIO VISUAL CENTER	4545324	6/3/2014	85768255	10/31/2012	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
48.	American Audio Visual Center Extreme Customer Service 	3474677	7/29/2008	77159680	4/18/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
49.	Extreme Customer Service EXTREME CUSTOMER SERVICE	3305797	10/9/2007	77070450	12/22/2006	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
50.	American Audio Visual Center	3429703	5/20/2008	77159679	4/18/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
51.	PSAV (design) (black with grey) 	4456612	12/24/2013	85860643	2/26/2013	Audio Visual Services LLC (USPTO reflects Audio Visual Services Corporation)
52.	PSAV (design) (white with grey) 	4456613	12/24/2013	85860656	2/26/2013	Audio Visual Services LLC (USPTO reflects Audio Visual Services Corporation)
53.	PSAV (design) (white with yellow) 	4456614	12/24/2013	85860665	2/26/2013	Audio Visual Services LLC (USPTO reflects Audio Visual Services Corporation)
54.	Blue Avenue Studios 	4917145	3/15/2016	86491418	12/29/2014	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
55.	sTILer Panel	5186278	4/18/2017	87171678	9/14/2016	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
56.	PSAV SELECT	5127639	1/24/2017	87049666	5/25/2016	Audio Visual Services LLC
57.	AVT	2,879,165	8/31/2004	78/192,507	12/9/2002	Encore Event Technologies, LLC

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
58.	ENCORE	4,811,900	9/15/2015	86/513,256	1/24/2015	Encore Event Technologies, LLC
59.	ENCORE EVENT TECHNOLOGIES	4,811,901	9/15/2015	86/513,263	1/24/2015	Encore Event Technologies, LLC
60.	GIG-A-BOX	3,026,288	12/13/2005	76/626,144	12/27/2004	Encore Event Technologies, LLC

2. 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 (USPTO reflects Audio Visual Services Group, Inc.)

Schedule II
Patents

United States Patent Registrations

1. Registrations

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	Podium	D564,252	3/18/2008	29/250,393	11/13/2006	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
2.	Audio Visual Cart	D547,096	7/24/2007	29/250,591	11/22/2006	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
3.	Legs For An Easel	D553,366	10/23/2007	29/250,594	11/22/2006	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
4.	Collapsible Easel	D553,863	10/30/2007	29/250,595	11/22/2006	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
5.	Audio Visual Cart	D583,167	12/23/2008	29/250,597	11/22/2006	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
6.	Display Screen Support Apparatus	D584,076	1/6/2009	29/295,978	10/11/2007	Audio Visual Services Group, LLC

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
						(USPTO reflects Audio Visual Services Group, Inc.)
7.	Collapsible Easel	7823857	11/2/2010	11/943,439	11/20/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
8.	Easel For Supporting A Flipchart Or Other Display Device With Collapsible Foldable Legs	7740219	6/22/2010	11/948,855	11/30/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
9.	Cart For Discreetly Securely Transporting Audiovisual And Other Equipment	7654541	2/2/2010	11/949,504	12/3/2007	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
10.	Flip Chart Easel With Improved Pivotal Strut Mechanism	7722007	5/25/2010	12/123,968	5/20/2008	Audio Visual Services Group, LLC (USPTO reflects Audio Visual Services Group, Inc.)
11.	Automated Unmanned Rental System And Method	6708879	3/23/2004	10/015,193	11/16/2001	Audio Visual Services LLC (USPTO reflects Audio Visual Services Corporation)

2. Applications

None.

Schedule III
Copyrights

United States Copyright Registrations

1. Registrations

OWNER	TITLE	COPYRIGHT REGISTRATION NO.	REGISTRATION DATE
Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.)	SWANKdraw	TXu-1-821-765	9/16/2011
Audio Visual Services Group, Inc. (as successor by merger with Swank Audio Visuals, L.L.C.)	SWANKDRAW CODE VERSION 2	TXu-1-793-577	1/30/2012

2. Applications

None.