

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRODUCTION RESOURCE GROUP, L.L.C., as a Grantor		10/06/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ALLY BANK, as Administrative Agent
Street Address:	300 Park Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Utah State Bank: UTAH

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	5528599	PRG
Registration Number:	5683727	PRG SPACEFRAME
Registration Number:	4897151	XL VIDEO
Registration Number:	4747176	XL VIDEO
Registration Number:	3899955	CHAOS
Registration Number:	4002470	V476
Registration Number:	3922462	CHAOS
Registration Number:	3922461	CHAOS
Registration Number:	3922459	CHAOS VISUAL PRODUCTIONS
Registration Number:	3922457	CHAOS VISUAL PRODUCTIONS
Registration Number:	4018658	V476
Registration Number:	4002458	V676
Registration Number:	4002455	V676
Registration Number:	4018100	BEST BOY
Registration Number:	3922460	CHAOS VISUAL PRODUCTIONS
Registration Number:	3922458	CHAOS VISUAL PRODUCTIONS
Registration Number:	3899954	CHAOS
Registration Number:	4993689	POWERED BY PRG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4188897	STAGE COMMAND
Registration Number:	3223492	AUTOPAR
Registration Number:	3538675	PRG SERIES 400
Registration Number:	2990374	MBOX
Registration Number:	2986255	M BOX
Registration Number:	3939490	PRG
Registration Number:	3978967	PRG MINI-COMMANDER
Registration Number:	3978966	PRG COMMANDER
Registration Number:	3715161	NOCTURNE
Registration Number:	3679609	BAD BOY
Registration Number:	3755541	V676
Registration Number:	3509270	ICON
Registration Number:	2611989	VIRTUOSO
Registration Number:	2337594	XL VIDEO
Registration Number:	2263939	LIGHT & SOUND DESIGN
Registration Number:	2101893	INTELLI-DRIVE
Registration Number:	1846659	ICON
Registration Number:	1733960	STAGE COMMAND SYSTEMS
Registration Number:	5779341	BAT TRUSS
Registration Number:	5800937	SHOP VER
Registration Number:	5845833	CREATE EXTRAORDINARY
Registration Number:	5237872	
Registration Number:	5304133	REVOLUTION DISPLAY
Registration Number:	4775230	REVEAL
Registration Number:	5178092	LIGHT PILOT
Registration Number:	5287043	
Registration Number:	5263397	VER
Registration Number:	5166740	CINEVERSE
Registration Number:	4902225	REVOLUTION DISPLAY
Registration Number:	4902224	REVOLUTION DISPLAY
Registration Number:	3025887	VER
Registration Number:	1281378	FULL THROTTLE FILMS
Registration Number:	6058355	ADVANTAGE
Serial Number:	88596562	FLEX-I-FEST
Serial Number:	88536448	35LIVE!

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755
Email: james.murray@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Corenda R. Gaines
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SIGNATURE:	/Corenda R. Gaines/
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DATE SIGNED:	10/07/2020
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made this 6th day of October, 2020, by and among the Grantor listed on the signature pages hereof (the “Grantor”), and Ally Bank, in its capacity as agent for the Secured Parties (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

A. **WHEREAS**, reference is made to that certain Revolving Credit and Term Loan Agreement, dated as of October 6, 2020 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), by and among Production Resource Group Inc., a Delaware corporation (“Initial Holdings” and, until the occurrence of the Restructuring Purchase Agreement Closing (as defined in the Credit Agreement), “Holdings”), Magic To Do 2020 Inc., a Delaware corporation (“Ultimate Holdings”, and, effective as of, and from and after, the Restructuring Purchase Agreement Closing, “Holdings”), Production Resource Group, L.L.C., a Delaware limited liability company and wholly-owned subsidiary of Holdings (“PRG” or, the “Borrower”), the Subsidiary Parties (as defined below) from time to time party hereto and Ally Bank, in its capacity as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Administrative Agent” or “Agent”);

B. **WHEREAS**, reference is also made to that certain Pledge and Security Agreement, dated as of October 6, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

C. **WHEREAS**, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a first priority security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Trademarks (as defined below) of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Administrative Agent agree as follows:

Section 1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

Section 2. **GRANT OF SECURITY**. The Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in, to and under the following (collectively, the “Trademarks”):

(i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof including, without limitation, the registrations and applications referred to in Schedule I hereto, and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world.

Section 3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademark or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Administrative Agent to unilaterally modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing Security Interest in all Trademarks, whether or not listed on Schedule I.

Section 5. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 6. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts (including by ".pdf" or other electronic transmission, which shall have the same force and effect as manually signed originals and shall be binding on all of the parties hereto), all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.


Section 7. CHOICE OF LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 7.17, 7.18 AND 7.19 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


GRANTOR:

**PRODUCTION RESOURCE GROUP,
L.L.C.**
as a Grantor

By: 
Name: Robert Manners
Title: Executive Vice President

ADMINISTRATIVE AGENT:



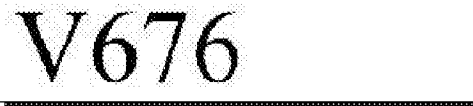
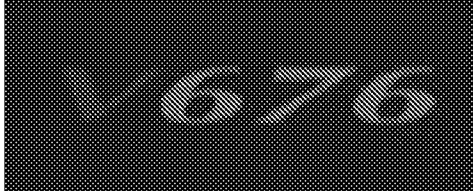










ALLY BANK



By: 
Name: Justin Cosentino
Title: Authorized Signatory

Trademarks

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Grantor</u>	<u>Trademark Number</u>	<u>Registration Date</u>
	Production Resource Group, L.L.C.	5528599	07/31/2018
PRG SPACEFRAME	Production Resource Group, L.L.C.	5683727	02/26/2019
	Production Resource Group, L.L.C.	4897151	02/09/2016
	Production Resource Group, L.L.C.	4747176	06/02/2015
CHAOS	Production Resource Group, L.L.C.	3899955	01/04/2011
V476	Production Resource Group, L.L.C.	4002470	07/26/2011
CHAOS	Production Resource Group, L.L.C.	3922462	02/22/2011
	Production Resource Group, L.L.C.	3922461	02/22/2011
CHIAOS VISUAL PRODUCTIONS	Production Resource Group, L.L.C.	3922459	02/22/2011

	Production Resource Group, L.L.C.	3922457	02/22/2011
	Production Resource Group, L.L.C.	4018658	08/30/2011
	Production Resource Group, L.L.C.	4002458	07/26/2011
	Production Resource Group, L.L.C.	4002455	07/26/2011
	Production Resource Group, L.L.C.	4018100	08/30/2011
	Production Resource Group, L.L.C.	3922460	02/22/2011
	Production Resource Group, L.L.C.	3922458	02/22/2011
	Production Resource Group, L.L.C.	3899954	01/04/2011
	Production Resource Group, L.L.C.	4993689	07/05/2016
	Production Resource Group, L.L.C.	4188897	08/14/2012
	Production Resource Group, L.L.C.	3223492	03/27/2007
	Production Resource Group, L.L.C.	3538675	11/25/2008
	Production Resource Group, L.L.C.	2990374	08/30/2005
	Production Resource Group, L.L.C.	2986255	08/16/2005

	Production Resource Group, L.L.C.	3939490	04/05/2011
PRG Mini-Commander	Production Resource Group, L.L.C.	3978967	06/14/2011
PRG Commander	Production Resource Group, L.L.C.	3978966	06/14/2011
NOCTURNE	Production Resource Group, L.L.C.	3715161	11/24/2009
BAD BOY	Production Resource Group, L.L.C.	3679609	09/08/2009
V676	Production Resource Group, L.L.C.	3755541	03/02/2010
ICON	Production Resource Group, L.L.C.	3509270	09/30/2008
VIRTUOSO	Production Resource Group, L.L.C.	2611989	08/27/2002
XL VIDEO	Production Resource Group, L.L.C.	2337594	04/20/2000
LIGHT & SOUND DESIGN	Production Resource Group, L.L.C.	2263939	07/27/1999
INTELLI-DRIVE	Production Resource Group, L.L.C.	2101893	09/30/1997
	Production Resource Group, L.L.C.	1846659	07/26/1994
STAGE COMMAND SYSTEMS	Production Resource Group, L.L.C.	1733960	11/17/1992
Bat Truss	Production Resource Group, L.L.C.	5779341	06/18/2019

SHOP VER	Production Resource Group, L.L.C.	5800937	07/9/2019
CREATE EXTRAORDINARY	Production Resource Group, L.L.C.	5845833	08/27/2019
	Production Resource Group, L.L.C.	5237872	07/04/2017
REVOLUTION DISPLAY	Production Resource Group, L.L.C.	5304133	10/10/2017
REVEAL	Production Resource Group, L.L.C.	4775230	07/21/2015
LIGHT PILOT	Production Resource Group, L.L.C.	5178092	04/04/2017
	Production Resource Group, L.L.C.	5287043	09/12/2017
VER	Production Resource Group, L.L.C.	5263397	08/15/2017
CINEVERSE	Production Resource Group, L.L.C.	5166740	03/21/2017
REVOLUTION DISPLAY	Production Resource Group, L.L.C.	4902225	02/16/2016
REVOLUTION DISPLAY	Production Resource Group, L.L.C.	4902224	02/16/2016
VER	Production Resource Group, L.L.C.	3025887	12/13/2005
FULL THROTTLE FILMS	Production Resource Group, L.L.C.	1281378	06/12/1984
ADVANTAGE	Production Resource Group, L.L.C.	6058355	05/16/2020

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Grantor</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
Flex-i-Fest	Production Resource Group, L.L.C.	88596562	08/28/2019
35Live!	Production Resource Group, L.L.C.	88536448	07/25/2019