

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Convergent Capital Partners II, L.P.		09/10/2015	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stadium Consolidation, LLC		
<b>Street Address:</b>	7008 Northland Drive, Suite 150		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55428		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Staging Concepts Acquisition, LLC		
<b>Street Address:</b>	7008 Northland Drive, Suite 150		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55428		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2943491	STAGING CONCEPTS	
<b>Registration Number:</b>	1639763	STAGING CONCEPTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	6124927000		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 S. SIXTH STREET, SUITE 4000		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		

OP \$65.00 2943491

<b>SIGNATURE:</b>	/Patricia A. Larson/
<b>DATE SIGNED:</b>	07/13/2017
<b>Total Attachments: 5</b> source=Release of SI (Convergent) #page1.tif source=Release of SI (Convergent) #page2.tif source=Release of SI (Convergent) #page3.tif source=Release of SI (Convergent) #page4.tif source=Release of SI (Convergent) #page5.tif	

September 10, 2015

BFC-SCO, LLC  
c/o Blackford Capital  
190 Monroe Avenue, Suite 600  
Grand Rapids, MI 49503  
Attn: Mr. Martin Stein, Managing Director

Stadium Consolidation, LLC  
Staging Concepts Acquisition, LLC  
7008 Northland Drive, Suite 150  
Minneapolis, MN 55428  
Attn: Chief Executive Officer

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to that certain Securities Purchase Agreement dated as of August 5, 2010 among Convergent Capital Partners II, L.P. ("Lender"), Stadium Consolidation, LLC ("Stadium"), Staging Concepts Acquisition, LLC ("Staging" and together with Stadium, the "Borrowers") and BFC-SCO, LLC ("BFC" and together with the Borrowers, the "Borrower Entities"), as amended pursuant to that certain Consent, Waiver and Amendment No. 1 to Securities Purchase Agreement dated as of December 6, 2013 among Lender and the Borrower Entities, and as amended and supplemented by that certain Amendment and Supplement to Securities Purchase Agreement dated as of February 19, 2015 (as so amended, the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

As of the date hereof, the Borrower Entities are obligated to Lender pursuant to the Purchase Agreement and the other Loan Documents as defined in the Purchase Agreement, including the following specified instruments issued to Lender thereunder: (i) that certain Cash Collateral Note dated as of February 19, 2015 issued by the Borrowers to Lender (the "Cash Collateral Note"), (ii) that certain Senior Subordinated Promissory Note dated as of August 5, 2010 issued by the Borrowers to Lender (the "Subordinated Note" and together with the Cash Collateral Note, the "Notes"), (iii) that certain Warrant dated as of August 5, 2010 issued by Stadium to Lender (the "2010 Warrant"), (iv) that certain Warrant dated as of February 19, 2015 issued by Stadium to Lender (the "2015 Warrant" and together with the 2010 Warrant, the "Warrants"), and (v) [REDACTED] Preferred Units issued by Stadium to Lender (the "Preferred Units"). Certain of the Borrower Entities' obligations to Lender are secured by (a) that certain Security Agreement dated as of August 5, 2010 executed by each Borrower in favor of Lender, (b) that certain Patent & Trademark Security Agreement dated as of August 5, 2010 executed by each Borrower in favor of Lender, (c) that certain Pledge Agreement dated as of August 5, 2010 executed by Stadium in favor of Lender, and (d) that certain Guaranty and Pledge Agreement dated as of August 5, 2010 executed by BFC in favor of Lender (collectively, the "Security Documents").

This will confirm that upon receipt of (i) on or before 2:00 p.m. CDT on September 11, 2015 and subject to the Per Diem defined below, [REDACTED] (the "Payoff Amount"), (ii) fully executed copies of those certain Redemption Agreements by and between (a) Stadium and Convergent, (b) BFC, John Mason, and Keith Bares (collectively the "Redemption Agreements"), and (iii) a fully signed copy of this letter (together with the Payoff Amount and the Redemption Agreements, the "Required Items"), including the acknowledgements of (x) Venture Bank, which acknowledgement includes a release of that certain Commercial Guaranty dated as of February 19, 2015 executed by Lender in favor of Venture Bank (the "Bank Guaranty"), and (y) Argonaut Insurance company, which acknowledgement includes a termination of that certain Subordination Agreement (General Allowing Payments) dated as of February 19, 2015 among the Borrowers, Lender and Argonaut Insurance Company (the "Argonaut Agreement"), all of the existing indebtedness, obligations and liabilities to Lender pursuant to the Cash Collateral Note, the Subordinated Note, the Warrants and the Preferred Units will have been paid in full and otherwise satisfied in full and that the Security Documents will terminate and be of no further force and effect.

The calculation of the Payoff Amount is set forth on Exhibit A hereto. If the Required Items are not received by the undersigned by 2:00 p.m. CDT on September 11, 2015, an additional per diem amount of [REDACTED] (the "Per Diem") must be added to the Payoff Amount for each day after September 11, 2015 that the Payoff Amount has not been received by Lender; provided that this letter shall terminate and be of no further force or effect if the Required Items (including any applicable Per Diem amount) are not received by the undersigned by 2:00 p.m. CDT on September 15, 2015. The Payoff Amount should be sent by wire transfer of immediately available funds to the accounts specified in Exhibit A hereto. It is acknowledged and agreed that [REDACTED] of the Payoff Amount (the "Cash Collateral Repayment") will be paid directly by Venture Bank to Lender by wire transfer to the Lender account listed on Exhibit A through the release by Venture Bank of the Cash Collateral. Upon receipt by Lender of the Cash Collateral Repayment, it is acknowledged and agreed that the Cash Collateral Control Agreement will be terminated and of no further force or effect.

Upon receipt by the undersigned of the Required Items,

(a) the Notes and Warrants shall be deemed to have been automatically terminated without any further action being required by any party,

(b) the Preferred Units shall be deemed to have been automatically redeemed without any further action being required by any party,

(c) the Security Documents shall be deemed to have been automatically terminated and the security interests granted to Lender thereunder shall be forever released all without any further action being required by any party, and

(d) any of the Borrower Entities, their counsel, and any other authorized designee of the Borrower Entities shall be authorized to file a UCC-3 financing statement to evidence the release of such security interests.

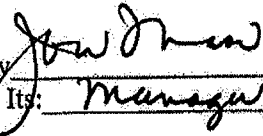
This letter may be relied on by Borrowers, Mercantile Bank of Michigan, and CapitalSouth SBIC Fund IV, L.P. (the "Financing Sources") and may be signed by facsimile signature or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied upon by Borrower and the Financing Sources as if this letter were a manually signed original and (b) will be binding on us for all purposes.

The Borrowing Entities each acknowledge, understand and agree that Venture Bank, a Minnesota banking corporation ("Venture Bank") has delivered to Borrowers a payoff letter dated September 10, 2015 (the "Venture Bank Payoff Letter") and that the payment of the Payoff Amount and the delivery of the Required Items are subject to the payment to Venture Bank of the Payoff Amount (as defined in the Venture Bank Payoff Letter, and herein, the "Venture Bank Payoff Amount") and Per Diem (as defined in the Venture Bank Payoff Letter, and herein, the "Venture Bank Per Diem") and the delivery of the other Required Items (as defined in the Venture Bank Payoff Letter, and herein, the "Venture Bank Required Items") as specified in the Venture Bank Payoff Letter.

By executing this letter, each party agrees to the Payoff Amount.

CONVERGENT CAPITAL PARTNERS II, L.P.

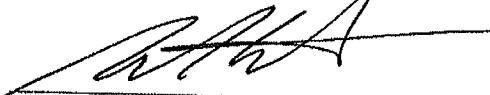
By: Convergent Capital II, LLC  
Its General Partner

By:   
Its: Manager

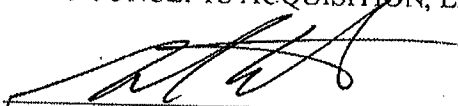
ACKNOWLEDGEMENT AND AGREEMENT

Each undersigned Borrower Entity acknowledges and agrees with the foregoing calculation of the Payoff Amount, the redemption of the Preferred Units, and the termination and satisfaction of the Notes, the Warrants and the Security Documents.

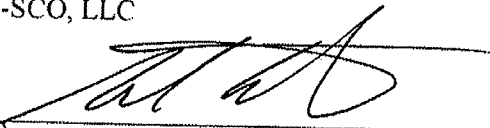
STADIUM CONSOLIDATION, LLC

By:   
Name: Martin Stein  
Its: Manager

STAGING CONCEPTS ACQUISITION, LLC

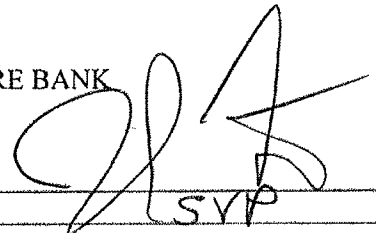
By:   
Name: Martin Stein  
Its: Manager

BFC-SCO, LLC

By:   
Name: Martin Stein  
Its: Manager

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned acknowledges and agrees that contemporaneously with the payment of the Venture Bank Payoff Amount to Venture Bank including any Venture Bank Per Diem and the delivery of the other Venture Bank Required Items to Venture Bank as required by the Venture Bank Payoff Letter, the Payoff Amount may be paid to Lender, notwithstanding any contrary provisions of that certain Subordination Agreement dated as of August 5, 2010 by and between Lender and Venture Bank (as amended as of February 19, 2015, the "Intercreditor Agreement") and that, upon receipt by the Lender of the Required Items and by Venture Bank of the Venture Bank Payoff Amount including any Venture Bank Per Diem and the delivery of any Venture Bank Required Items, (i) Venture Bank will make the Cash Collateral Repayment to Lender as contemplated in the foregoing payoff letter and (ii) the Intercreditor Agreement and the Bank Guaranty will each be deemed to have been automatically terminated and satisfied in full without any further action being required by any party, and the executed original of the Bank Guaranty will be returned to Lender.

VENTURE BANK  
By:   
Its: LSVP