

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434887

<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>
Venture Bank		09/11/2015	banking corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stadium Consolidation, LLC		
<b>Street Address:</b>	7008 Northland Drive		
<b>City:</b>	Brooklyn Park		
<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		
<b>City:</b>	Brooklyn Park		
<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>	1639763	STAGING CONCEPTS	
<b>Registration Number:</b>	2943491	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 1639763

<b>SIGNATURE:</b>	/Patricia A. Larson/
<b>DATE SIGNED:</b>	07/13/2017
<b>Total Attachments: 9</b> source=Release of SI (Venture Bank) #page1.tif source=Release of SI (Venture Bank) #page2.tif source=Release of SI (Venture Bank) #page3.tif source=Release of SI (Venture Bank) #page4.tif source=Release of SI (Venture Bank) #page5.tif source=Release of SI (Venture Bank) #page6.tif source=Release of SI (Venture Bank) #page7.tif source=Release of SI (Venture Bank) #page8.tif source=Release of SI (Venture Bank) #page9.tif	

September 11, 2015

Stadium Consolidation, LLC  
Staging Concepts Acquisition, LLC  
7008 Northland Drive  
Brooklyn Park, Minnesota 55428

Re: Stadium Consolidation, LLC and Staging Concepts Acquisition, LLC  
(collectively, the "**Borrowers**")

Ladies and Gentlemen:

Reference is hereby made to that certain Business Loan Agreement (Asset Based) dated August 5, 2010 (as amended, the "**Agreement**") as supplemented and amended by that certain Addendum to Business Loan Agreement by and between Borrowers and Venture Bank, a Minnesota banking corporation (the "**Lender**") dated August 5, 2010 (as amended, the "**Addendum**"), and as last amended by that certain Amendment Number Five to Addendum to Business Loan Agreement dated as of February 19, 2015 between the Borrowers and the Lender (the Agreement and the Addendum, as amended, are collectively referred to herein as the "**Loan Agreement**").

Pursuant to the Loan Agreement, Borrowers have executed and delivered to Lender, among other documents:

- (a) A Promissory Note dated June 5, 2014 in the face amount of [REDACTED] (as amended, the "**Line of Credit Note**");
- (b) A Promissory Note dated March 3, 2014 in the original principal amount of [REDACTED] (the "**[REDACTED] Note**");
- (c) An Irrevocable Standby Letter of Credit Application and Agreement dated February 19, 2015 (the "**Letter of Credit Application and Agreement**");
- (d) A promissory note dated February 19, 2015 the face amount of [REDACTED] (together with all amendments, modifications or renewals or replacements thereof, the "**Letter of Credit Note**"); and
- (e) An Assignment of Deposit Account dated February 19, 2015 ("the "**Original Assignment of Deposit Account** ") with respect to the Borrower's CD Account No. 5757 with Lender with an original opening balance of [REDACTED] (the "**Original Cash Collateral**").

The Borrower's obligations and liabilities to Lender under the Loan Agreement, the Line of Credit Note, the [REDACTED] Note, the Letter of Credit Application and Agreement, and the Letter of Credit Note are secured by, among other things, a Commercial Security Agreement and Addendum to Commercial Security Agreement from the Borrowers in favor of the Lender dated

August 5, 2010 (collectively, the "**Security Agreement**"). The Borrower's obligations and liabilities to Lender under the Letter of Credit Note are also secured by that certain Commercial Guaranty dated February 19, 2015 (the "**Convergent Capital Guaranty**") from Convergent Capital Partners II, L.P., a Delaware limited partnership ("**Convergent Capital**") in favor of the Lender.

Pursuant to the Loan Agreement and the Letter of Credit Application and Agreement, the Lender has issued that certain Letter of Credit No. 302 issued on February 19, 2015 and the related Advice of Confirmation No. SLCMMSP07153 dated February 19, 2015 by U.S. Bank National Association ("**US Bank**") at the request of the Borrowers for the benefit of Argonaut Insurance Co. (the "**Beneficiary**") (the "**Existing Letter of Credit Documents**").

The Lender has been informed that the Borrowers intend to pay off all of the liabilities, obligations and indebtedness owing by the Borrowers under the Line of Credit Note and the [REDACTED]. The Lender has also been informed that the Borrowers will be replacing the Existing Letter of Credit Documents with a [REDACTED] letter of credit issued directly by US Bank to the Beneficiary (the "**Replacement Letter of Credit**").

This letter will confirm that upon the receipt and delivery to Lender of (i) on or before 2:00 p.m. CDT on September 11, 2015, [REDACTED] subject to the Per Diem defined below (the "**Payoff Amount**"), (ii) the Borrowers' deposit with the Lender of [REDACTED] into Borrowers' CD Account No. 6072 (the "**Replacement Cash Collateral**"), (iii) fully executed originals or PDF copies of each of (1) an Assignment of Deposit Account with respect to the Replacement Cash Collateral (the "**Replacement Deposit Account Assignment**") and (2) a Deposit Account and Disclosure Agreement with respect to Borrowers' CD Account No. 6072 (the "**Deposit Account Agreement**"), each in the forms attached hereto as Exhibit A and made a part hereof, and (iv) a fully signed copy of this letter (together with the Payoff Amount, the Replacement Cash Collateral, the Replacement Deposit Account Assignment, and the Deposit Account Agreement (collectively, the "**Required Items**"),

(a) all of the existing indebtedness, obligations and liabilities to Lender pursuant to the Line of Credit Note and the [REDACTED] Note will be fully paid and satisfied,

(b) the Security Agreement and the Original Assignment of Deposit Account shall be deemed to have been automatically terminated and the security interests granted to Lender thereunder, and all other security interests granted to Lender by the Borrowers (other than Lender's security interest in and lien upon the Replacement Cash Collateral), shall be forever released, all without any further action being required by any party,

(c) Lender hereby (1) agrees to promptly execute and deliver to the Borrowers recordable intellectual property releases in respect of any intellectual property mortgages or security agreements in favor of the Lender encumbering any intellectual property of the Borrowers; (2) authorizes the Borrowers, their counsel, or any of their agents to file on behalf of the Lender Uniform Commercial Code termination statements with respect to any UCC financing statements perfecting any security interest created by the Security

Agreement, the Original Assignment of Deposit Account, or any other security documents by the Borrowers in favor of Lender (other than Lender's security interest in and lien upon the Replacement Cash Collateral); (3) agrees to promptly deliver to the Borrowers executed Uniform Commercial Code termination statements and termination statements in the event that the applicable jurisdiction requires the signature of the secured party on the termination statement with respect to any collateral covered by the Security Agreement, the Original Assignment of Deposit Account, or any other security interests granted to Lender by the Borrowers (other than Lender's security interest in and lien upon the Replacement Cash Collateral); (4) agrees to promptly deliver to the Borrowers such other termination statements, releases and other agreements, in form and substance satisfactory to the Borrowers, as the Borrowers may request from time to time in connection with the Lender's release and termination of its security interests under the Security Agreement, the Original Assignment of Deposit Account, or any other security documents by the Borrowers in favor of Lender (other than Lender's security interest in and lien upon the Replacement Cash Collateral); and (5) agrees that the Convergent Capital Guaranty shall be deemed to have been automatically released and discharged without any further action being required by any party.

*Provided however; notwithstanding anything to the contrary contained herein*, the Letter of Credit Application and Agreement, the Letter of Credit Note, the Replacement Deposit Account Assignment, and the Lender's security interest in and lien upon the Replacement Cash Collateral will not terminate or be released upon the Lender's receipt of the Payoff Amount, plus the Per Diem Amount, if any, and will remain in full force and effect until such time that the Lender receives written notification from US Bank that the Existing Letter of Credit Documents have been released by the Beneficiary and all obligations and liabilities of US Bank and the Lender under the Existing Letter of Credit Documents have been terminated and are of no further force or effect (the "**US Bank Confirmation**"). The Borrowers agree to process the issuance by US Bank and the acceptance by the Beneficiary of the Replacement Letter of Credit as soon as practicable following the Lender's receipt of the Required Items. The Lender and Borrowers each agree that, upon Lender's receipt of the US Bank Confirmation, the Lender will promptly, and in any event no later than two business days following the receipt by Lender of the US Bank Confirmation, release the Replacement Cash Collateral and remit by wire the Replacement Cash Collateral to Mercantile Bank of Michigan at the account listed below:

Mercantile Bank of Michigan  
310 Leonard Street NW, Grand Rapids, MI 49504  
ABA No. 072413829  
Account No. 4510097936  
Account Name: Staging Concepts Acquisition LLC

Reference: Staging Concepts Acquisition LLC

The calculation of the Payoff Amount is set forth on Exhibit B 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 B hereto.

This letter may be relied on by the 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.

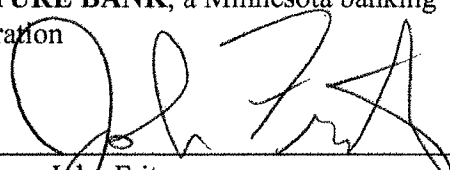
Delivery of any Required Item, or a signature page thereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a mutually executed original thereof.

*[Signature Pages Follow]*

Sincerely,

**VENTURE BANK**, a Minnesota banking  
corporation

By

A handwritten signature in black ink, appearing to read "John Fritz", written over a horizontal line.

Name: John Fritz

Title: Senior Vice President

## ACKNOWLEDGMENT AND REAFFIRMATION OF BORROWERS

Each of the undersigned Borrowers acknowledge and agree with Lender as follows:

1. The Borrowers hereby ratify and reaffirm the Letter of Credit Note and agree that the Letter of Credit Note and the Letter of Credit Application and Agreement shall now be secured by the Replacement Cash Collateral and the Replacement Deposit Account Assignment.

2. Each of the Borrowers hereby acknowledge that upon Lender's receipt of the Required Items, the Security Agreement, and the Original Assignment of Deposit Account will be terminated and the security interest granted to Lender thereunder and all other security interest granted to Lender by the Borrowers (other than Lender's security interest in and lien upon the Replacement Cash Collateral) shall be forever released and discharged upon Lender's receipt of the Required Items.

3. Borrowers hereby direct Lender to remit by wire transfer to Convergent Capital pursuant to the instructions attached hereto as Exhibit C the Original Cash Collateral and upon so doing Lender shall be released and forever discharged from any of its obligations and liabilities under that certain Account Control Agreement dated February 19, 2015, by and among Convergent Capital, the Borrowers and Lender (the "Account Control Agreement").

4. Upon Lender's receipt of the Required Items, all references in the Letter of Credit Note and the other Related Documents (as defined in the Letter of Credit Note) to the Original Assignment of Deposit Account, the Original Cash Collateral, the Account Control Agreement, the Capital Convergent Guaranty, the Subordination Agreement (Management Fee) dated August 5, 2010, by and among Blackford Capital Associates, II, Inc. (as successor to Blackford Capital Associates, LLC), Borrowers and Lender, as amended, the Subordination Agreement (with Senior Lender) dated August 5, 2010, by and between Convergent Capital and Lender, as amended, the Subordination Agreement (Seller) dated August 5, 2010, by and between BKB Hyden Group, Inc., f/k/a Staging Concepts, Inc., Staging Concepts Acquisition, LLC, and Lender, as amended, and the Securities Purchase Agreement dated as of August 5, 2010, among Convergent Capital, Borrowers, and BFC-SCO, LLC, as amended, shall be of no further force and effect.

Delivery hereof or any Required Item, or a signature page hereto or thereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a mutually executed original thereof.

STADIUM CONSOLIDATION, LLC, a  
Delaware limited liability company

By 

Name: Martin Stein  
Title: Manager



STAGING CONCEPTS ACQUISITION, LLC, a  
Delaware limited liability company

By 

Name: Martin Stein

Title: Manager

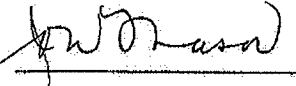
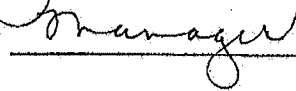
**ACKNOWLEDGMENT AND AGREEMENT OF CONVERGENT CAPITAL**

Convergent Capital hereby instructs Lender, upon Lender's receipt of the Required Items, to remit by wire transfer to Convergent Capital pursuant to the instructions attached hereto as Exhibit C the Original Cash Collateral and upon so doing Lender shall be released and forever discharged from its obligations under the Account Control Agreement.

Delivery hereof or any Required Item, or a signature page thereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a mutually executed original thereof.

**CONVERGENT CAPITAL PARTNERS II, LP,**  
a Delaware limited partnership

By: Convergent Capital II, LLC  
Its: General Partner

By:   
\_\_\_\_\_  
Its:   
\_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT OF  
MERCANTILE BANK OF MICHIGAN**

Mercantile Bank of Michigan hereby agrees that upon Lender's remittance by wire transfer of the Replacement Cash Collateral to Mercantile Bank of Michigan in accordance with the foregoing Payoff Letter, Lender shall be automatically released and fully discharged from its obligations as "Depository Bank" pursuant to that certain Deposit Account Control Agreement dated September \_\_\_\_\_, 2015, by and among Borrowers, Lender, as First Lien Secured Party, Mercantile Bank of Michigan, as Second Lien Secured Party, and Lender, as Depository Bank.

Delivery hereof or any Required Item, or a signature page thereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a mutually executed original thereof.

**MERCANTILE BANK OF MICHIGAN**

By:   
Andrew Miedema  
Its: Vice President