

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Audio Visual Services Corporation	02/28/2007
RECEIVING PARTY DATA	
Name:	Lehman Commercial Paper, Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6708879
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	kristopher.villarreal@weil.com, phyllis.depaola@weil.com
Correspondent Name:	Weil,Gotshal&Manges c/o KristVillarreal
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 11001
ATTORNEY DOCKET NUMBER:	73683.0877
NAME OF SUBMITTER:	Kristopher Villarreal
Total Attachments: 6 source=AVSC U.S. Patent Notice#page1.tif source=AVSC U.S. Patent Notice#page2.tif source=AVSC U.S. Patent Notice#page3.tif source=AVSC U.S. Patent Notice#page4.tif source=AVSC U.S. Patent Notice#page5.tif source=AVSC U.S. Patent Notice#page6.tif	

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CH \$40.00 6708879

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of February 28, 2007, made by Audio Visual Services Corporation, a Delaware Corporation having a principal place of business at 111 West Ocean Blvd., Suite 1110, Long Beach, California 90802 (the "Grantor"), in favor Lehman Commercial Paper Inc., having a principal place of business at 745 Seventh Avenue, New York, New York 10019, as administrative agent (the "Administrative Agent") for the several banks and other financial institutions or entities (the "Lenders") that are parties to the Credit Agreement, dated as of February 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, AVSC Merger Corp., a Delaware corporation ("Merger Corp."), AVSC Finance Corp., a Delaware corporation ("Finance Corp."), Audio Visual Services Group, Inc., a Delaware corporation ("Opco"), and together with Finance Corp., the "Borrower"), the Lenders, Lehman Brothers Inc. and Wachovia Capital Markets, LLC, as joint lead arrangers and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Merger Corp., Finance Corp., Opco, Audio Visual Services (NY) Corporation, a New York corporation, AVSC Intellectual Property Management, Inc., a Delaware corporation, and Visual Action Holdings Inc., a Delaware corporation, have executed and delivered a Guarantee and Collateral Agreement, dated as of February 28, 2007, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, 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 the Credit Agreement and the Guarantee and Collateral Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Patents of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Patent Licenses for so long as, and to the extent that such Patent License is an Excluded Asset.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement shall remain in full force and effect in accordance with its terms.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

AUDIO VISUAL SERVICES
CORPORATION

By: 

Name: Digby J. Davies

Title: Chief Executive Officer and
President

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE - AUDIO U.S. PATENT NOTICE]

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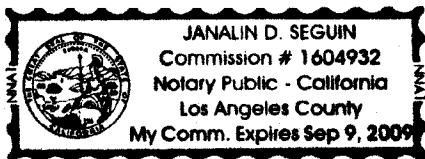
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
:SS:
COUNTY OF Los Angeles)

On February 20th, 2007 before me, the undersigned, personally appeared

Digby J. Davies

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
(signature and office of individual taking acknowledgment)

[SIGNATURE PAGE - AUDIO U.S. PATENT NOTICE]

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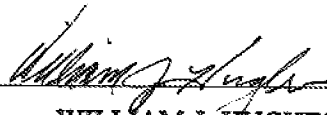
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUDIO VISUAL SERVICES
CORPORATION

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By:  _____
Name: WILLIAM J. HUGHES
Title: MANAGING DIRECTOR

SCHEDULE I

Patents

Title	Filing Date	Patent No.
	Issue Date	
Automated unmanned rental system and method	11/16/2001	6,708,879
	03/23/2004	