

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Swank Audio Visuals, L.L.C.	08/24/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29250594
Application Number:	29250595
Application Number:	29250597
Application Number:	29250591
Application Number:	29250393
Application Number:	60866958
Application Number:	60867954
Application Number:	60868243
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)577-4565
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
<b>Phone:</b>	312-577-8265
<b>Email:</b>	kristin.brozovic@kattenlaw.com
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin
<b>Address Line 1:</b>	525 West Monroe Street
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661

**CH \$320.00 29250594**

ATTORNEY DOCKET NUMBER:

207170-00265

NAME OF SUBMITTER:

Kristin Brozovic

Total Attachments: 5

source=GECCSwankPatentSecurityAgr#page1.tif

source=GECCSwankPatentSecurityAgr#page2.tif

source=GECCSwankPatentSecurityAgr#page3.tif

source=GECCSwankPatentSecurityAgr#page4.tif

source=GECCSwankPatentSecurityAgr#page5.tif

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 24, 2007 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

---

### WITNESSETH:

---

WHEREAS, pursuant to the Credit Agreement, dated as of August 24, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the "Patent Collateral"):

- A. all of its U.S. issued Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any such Patent, including, without limitation, those referred to on Schedule 1 hereto;

B. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

C. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. The laws of the State of Illinois shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

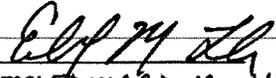
Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SWANK AUDIO VISUALS, L.L.C.  
as Grantor

By:   
Name: EDWARD M. LHEE  
Title: VICE PRESIDENT AND ASST. SECY

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE PATENT SECURITY AGREEMENT]

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

Very truly yours,

**SWANK AUDIO VISUALS, L.L.C.**  
as Grantor

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

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

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

Name:

**Michael Hynes**

Title:

**Vice President**

[SIGNATURE PAGE PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

None.

2. PATENT APPLICATIONS

GRANTOR	TITLE	TYPE OF APPLICATION	FILING DATE	APPLN. SERIAL NO.
Swank Audio Visuals, L.L.C.	EASEL	DESIGN	11/22/2006	29/250,594
Swank Audio Visuals, L.L.C.	COLLAPSIBLE EASEL	DESIGN	11/22/2006	29/250,595
Swank Audio Visuals, L.L.C.	AUDIO VISUAL CART	DESIGN	11/22/2006	29/250,597
Swank Audio Visuals, L.L.C.	AUDIO VISUAL CART	DESIGN	11/22/2006	29/250,591
Swank Audio Visuals, L.L.C.	PODIUM	DESIGN	11/13/2006	29/250,393
Swank Audio Visuals, L.L.C.	COLLAPSIBLE EASEL	PROVISIONAL	11/22/2006	60/866,958
Swank Audio Visuals, L.L.C.	EASEL FOR SUPPORTING A FLIP CHART OR OTHER DISPLAY DEVICE WITH COLLAPSIBLE FOLDING LEGS	PROVISIONAL	11/30/2006	60/867,954
Swank Audio Visuals, L.L.C.	CART FOR DISCRETELY, SECURELY TRANSPORTING AUDIO VISUAL AND OTHER EQUIPMENT	PROVISIONAL	12/01/2006	60/868,243

CHI\5150029.1