

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Supplemental Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Swank Audio Visuals, LLC	12/18/2009
<b>RECEIVING PARTY DATA</b>	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Patent Number:	D584076
Application Number:	11943439
Application Number:	11948855
Application Number:	11949504
Application Number:	12123968
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)751-4864
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-906-1200
Email:	#NYIPDocket@lw.com
Correspondent Name:	Angela Amaru c/o Latham & Watkins
Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	034784-0118
NAME OF SUBMITTER:	Angela M. Amaru

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**PATENT**  
**REEL: 023861 FRAME: 0613**

**Total Attachments: 7**

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## FIRST SUPPLEMENTAL PATENT SECURITY AGREEMENT

THIS FIRST SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of December 18, 2009 (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 dated as of August 24, 2007 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower and has granted to Agent, for the benefit of Lenders (as defined in the Credit Agreement), a security interest in certain assets of the Grantors, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Credit Agreement);

WHEREAS, on August 24, 2007, each Grantor and the Agent executed and delivered a Patent Security Agreement (the "Original Patent Security Agreement");

WHEREAS since the execution and delivery of the Original Patent Security Agreement, Grantors have acquired additional Patent Collateral (as defined herein); 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 for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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, Patent applications 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]

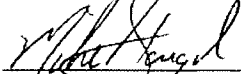
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**SWANK AUDIO VISUALS, LLC**

as Grantor

By:



Name: MIKE STENGEL

Title: VICE PRESIDENT- OPERATIONS

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**

as Agent

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

Name:

Title:

SIGNATURE PAGE TO 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, LLC**  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By:   
Name: **JOHN M. STEIDLE**  
Title: **DULY AUTHORIZED SIGNATORY**

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

ACKNOWLEDGMENT OF GRANTOR

State of Missouri )

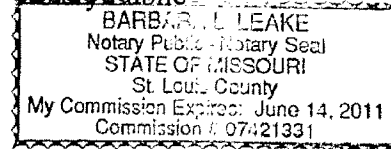
County of St. Louis )

SS.

On this 23<sup>rd</sup> day of December, 2009 before me personally appeared Mike Stenge, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sunk Audio Visual LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Barbara L. Leake

Notary Public



ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT



SCHEDULE I  
TO  
FIRST SUPPLEMENTAL PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Grantor	Title	Type of Patent	Issue Date	Patent No.
Swank Audio Visuals, LLC	Display Screen Support Apparatus	Design	1/6/2009	D584076

2. PATENT APPLICATIONS

Grantor	Title	Type of Application	Filing Date	Appln. Serial No.
Swank Audio Visuals, LLC	Collapsible Easel	Utility	11/20/2007	11943439
Swank Audio Visuals, LLC	Easel for supporting a flip chart or other display device with collapsible folding legs	Utility	11/30/2007	11948855
Swank Audio Visuals, LLC	Cart for discretely, securely transporting audio visual and other equipment	Utility	12/3/2007	11949504
Swank Audio Visuals, LLC	Flip Chart easel with improved pivotal strut mechanism	Nonprovisional	5/20/2008	12123968