

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.)	11/09/2012
RECEIVING PARTY DATA	
Name:	Swank Audio Visuals, L.L.C.
Street Address:	639 E. Gravois Bluffs Blvd.
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63026
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D553366
Patent Number:	D553863
Patent Number:	D583167
Patent Number:	D547096
Patent Number:	D564252
CORRESPONDENCE DATA	
Fax Number:	2129096836
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-909-6000
Email:	trademarks@debevoise.com
Correspondent Name:	Sean Kass, Esq.
Address Line 1:	919 Third Avenue
Address Line 2:	Debevoise & Plimpton LLP
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	23330-1010

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NAME OF SUBMITTER:

Sean Kass

Total Attachments: 4

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TERMINATION AND RELEASE OF SECOND LIEN
SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS (the "Termination and Release"), dated as of November 9, 2012, from American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.), a Delaware corporation having a principal place of business at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland 20814, as administrative agent (the "Agent") for itself and the several financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), is to Swank Audio Visuals, L.L.C., a Missouri limited liability company having a principal place of business at 639 E. Gravois Bluffs Blvd., Fenton, Missouri 63026 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Second Lien Credit Agreement, dated as of August 24, 2007, among the Agent, the Grantor, Swank A-V, LLC, Swank Audio Visuals of Arizona, Inc., Audio Visuals International, Inc., the Credit Parties and the other financial institutions party thereto as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Security Agreement (as hereinafter defined) and the Patent Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of August 24, 2007 (the "Security Agreement"), made by the Grantor in favor of the Agent, among Grantor, Agent, Swank A-V, LLC, Swank Audio Visuals of Arizona, Inc., Audio Visuals International, Inc., SAV Holdings, Inc., Swank Holdings, Inc. and Swank Audio Visuals of Canada, Corporation, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Patent Collateral (as hereinafter defined); and

WHEREAS, a Patent Security Agreement, dated as of August 24, 2007 (the "Patent Security Agreement"), made by the Grantor in favor of the Agent was recorded in the Patent Division of the United States Patent and Trademark Office on August 27, 2007, at Reel 19750, Frame 0575; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Patent Collateral: The term "Patent Collateral" as used herein shall mean all of Grantor's right, title and interest in, to and under (a) all of Grantor's U.S. Patents, and any and all applications therefor, and all IP Licenses providing for the grant by or to Grantor of any right under any such Patent, including, without limitation, those referred to on Schedule I 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.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances: At the request of the Grantor, the Agent shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such Security Interest.

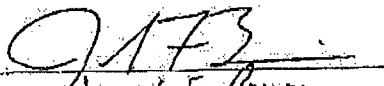
4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent issues and in all other respects including as to validity (except patent validity), interpretation and effect by the laws of the State of New York,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

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

AMERICAN CAPITAL, LTD.,
as Agent

By: 
Name: Joseph F. Remre
Title: V.P.

Signature Page to Swank Second Lien Patent Release

PATENT
REEL: 029275 FRAME: 0938

SCHEDULE I
PATENTS

GRANTOR	TITLE	ISSUE DATE	PATENT NO.
Swank Audio Visuals, L.L.C.	LEGS FOR AN EASEL	10/23/07	D553,366
Swank Audio Visuals, L.L.C.	COLLAPSIBLE EASEL	10/30/07	D553,863
Swank Audio Visuals, L.L.C.	AUDIO VISUAL CART	12/23/08	D583,167
Swank Audio Visuals, L.L.C.	AUDIO VISUAL CART	7/24/07	D547,096
Swank Audio Visuals, L.L.C.	PODIUM	3/18/08	D564,252