

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4553654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CAPITALSOUTH SBIC FUND IV, L.P., AS COLLATERAL AGENT	07/31/2017
RECEIVING PARTY DATA	
Name:	STAGING CONCEPTS ACQUISITION, LLC
Street Address:	7008 NORTHLAND DRIVE NORTH
Internal Address:	SUITE 150
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55428
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9255593
Patent Number:	8978310
Patent Number:	7971395
Patent Number:	5938364
Patent Number:	5935675
Patent Number:	5319906
CORRESPONDENCE DATA	
Fax Number:	(540)983-7711
<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>	
Phone:	5409837611
Email:	mhertz@woodsrogers.com
Correspondent Name:	MICHAEL J. HERTZ
Address Line 1:	10 SOUTH JEFFERSON STREET
Address Line 2:	SUITE 1400
Address Line 4:	ROANOKE, VIRGINIA 24011
NAME OF SUBMITTER:	MICHAEL J. HERTZ
SIGNATURE:	/Michael J. Hertz/
DATE SIGNED:	08/16/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	

PATENT

Total Attachments: 7

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July 31, 2017

Staging Concepts Acquisition, LLC
Stadium Consolidation, LLC
7008 Northland Drive, Suite 150
Brooklyn Park, MN 55428
Attn: John G. Lewis, CEO

Ladies and Gentlemen:

Reference is hereby made to that certain Investment Agreement dated as of September 14, 2015, by and among (i) **STADIUM CONSOLIDATION, LLC**, a Delaware limited liability company (the "Parent"), (ii) **STAGING CONCEPTS ACQUISITION, LLC**, a Delaware limited liability company (the "Borrower"), (iii) **CAPITALSOUTH SBIC FUND IV, L.P.**, a Delaware limited partnership, as a Lender and the Collateral Agent and (iv) **SPRING CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership, as a Lender, as amended by that certain First Amendment to Investment Agreement dated as of July 11, 2016 (the "Investment Agreement"). Capitalized terms used herein without definition shall have the meanings given to them in the Investment Agreement.

The Borrower has advised the Collateral Agent and the Lenders that it intends to repay in full the indebtedness and other obligations of the Credit Parties to the Collateral Agent and the Lenders under the Investment Agreement and the agreements, documents and instruments executed and delivered pursuant thereto or in connection therewith (collectively, the "Investment Documents"), other than obligations of the Credit Parties under indemnification and expense reimbursement provisions of the Investment Documents and other provisions which by their express terms survive repayment of the obligations under the Investment Documents (collectively, the "Contingent Obligations"), and, by their execution hereof, each Credit Party hereby acknowledges, confirms and reaffirms such survival.

As of July 31, 2017 (the "Loan Repayment Date"), except for the Contingent Obligations, the indebtedness and other obligations of the Credit Parties to the Collateral Agent and the Lenders under the Investment Agreement and the other Investment Documents, including all accrued interest, fees and expenses, if any, payable with respect thereto, is \$8,989,990.58 (the "Loan Repayment Amount"), all as set forth on **Exhibit A** hereto. If the Lenders do not receive their respective portion of funds (as set forth on **Exhibit A** hereto) in an amount sufficient to repay the Loan Repayment Amount in full by 5:00P.M., Charlotte, North Carolina time, on the Loan Repayment Date and assuming (i) no further extensions of credit under the Investment Agreement, and (ii) no change in interest rates, the per diem increase of the Loan Repayment Amount for each Lender is as set forth on **Exhibit A** (collectively, the "Per Diem Amount"). If the Loan Repayment Amount, together with the applicable Per Diem Amount, is not paid

as contemplated herein on or before 5:00P.M., Charlotte, North Carolina time on August 1, 2017, then this letter agreement shall automatically terminate and shall be of no further force or effect.

Payment of the portion of the Loan Repayment Amount and the portion of the Per Diem Amount, if any, payable to CapitalSouth should be made to CapitalSouth by wire transfer of United States dollars in immediately available funds in accordance with the following instructions:

Bank Name: U.S. Bank N.A.
ABA #: 091000022
Acct. Name: CDO/CAP SOUTH SBIC FD IV LP CLCTN
Acct. #: 104791112873
For Further Credit: 170820-200
Reference: CSP SBIC Fund IV, L.P.

Payment of the portion of the Loan Repayment Amount and the portion of the Per Diem Amount, if any, payable to Spring Capital should be made to Spring Capital by wire transfer of United States dollars in immediately available funds in accordance with the following instructions:

Name of Bank: Wells Fargo Bank, N.A.
ABA Number: 121000248
Account Number: 4123956278
Account Name: Spring Capital Partners III, L.P.

Payment of the legal fees in connection herewith ("Legal Fees") should be made to Robinson, Bradshaw & Hinson, P.A. ("RBH"), by wire transfer of United States dollars in immediately available funds in accordance with the following instructions:

Bank Name: Bank of America
Bank Address: 101 S. Tryon Street, Charlotte, NC 28280
Acct Name: Robinson, Bradshaw & Hinson, PA Operating Account
ABA or Routing # (for Wire Transfers): 026009593
ABA or Routing # (for ACH Deposits): 053000196
Account #: 237023224173
Reference: 14574.00060 JMH

In consideration of receipt by (a) the Lenders of the Loan Repayment Amount (other than the Legal Fees) as provided herein above and the Per Diem Amount, if any, and (b) RBH of the Legal Fees, each of the Collateral Agent and each Lender hereby:

(i) acknowledges and agrees that payment of the Loan Repayment Amount and the Per Diem Amount, if any, as provided herein above will constitute payment in full of all of the indebtedness and other obligations including all accrued interest, fees and expenses, if any, of the Credit Parties to the Collateral Agent and the Lenders under the Investment Agreement and the other Investment Documents, other than the Contingent Obligations (and, solely for the avoidance of doubt, obligations under the Parent LLC Agreement and any equity investment documents executed in connection with the Parent LLC Agreement); and

(ii) agrees that, upon receipt by (x) the Lenders of the Loan Repayment Amount (other than the Legal Fees) and the Per Diem Amount, if any, (y) RBH of the Legal Fees and (z)

the Lenders of written confirmation from the Senior Lender of Payment in Full (as defined in the Intercreditor Agreement) of the Senior Debt (as defined in the Intercreditor Agreement):

(A) all security interests, guaranties and liens (if any) which any Credit Party may have granted to the Collateral Agent and the Lenders in, on or against such Credit Party's property or assets, as the case may be, shall be automatically released and terminated and all of the Investment Documents (including any promissory notes issued to the Lenders) shall automatically terminate and all obligations or commitments (if any) of the Collateral Agent or any Lender to make advances or otherwise extend any additional credit to or for the benefit of the Borrower or any other Credit Party shall be reduced automatically to zero and terminated; provided, however, that nothing herein is intended or shall be deemed or construed to terminate (x) the Contingent Obligations, all of which shall continue after the Loan Repayment Date, (y) claims that arise because the Collateral Agent or any Lender is required by a court or similar body for any reason to disgorge any amounts paid over to it by, or on behalf of, any Credit Party or (z) the rights of any Lender under the Parent LLC Agreement and any equity investment documents executed in connection with the Parent LLC Agreement; and

(B) each Credit Party (and its designees) and their respective attorneys shall be authorized to file, at the sole expense of the Credit Parties, termination statements with respect to all Uniform Commercial Code financing statements filed in connection with the Investment Documents by or for the benefit of the Collateral Agent or any Lender against the Borrower or any other Credit Party.

At the sole expense of the Credit Parties, the Collateral Agent and each Lender further agrees to deliver or cause to be delivered to the Borrower (a) each stock certificate, and any other instrument previously delivered by the Borrower or any other Credit Party to the Collateral Agent and the Lenders pursuant to the Investment Documents (other than promissory notes issued to the Lenders, which shall have been terminated in accordance with clause (ii)(A) above) and (b) such other terminations (including, without limitation, Uniform Commercial Code termination statements), authorizations to terminate and releases of liens, in each case in form and substance reasonably satisfactory to the Borrower, as the Borrower may reasonably request to authorize, evidence and/or effect the termination and release by the Collateral Agent and the Lenders of all security interests and liens (if any) granted to such Persons pursuant to the Investment Documents in the property and assets of the respective Credit Parties.

In consideration of the foregoing, by their execution of the acknowledgment and agreement hereto, effective upon release by the Collateral Agent and the Lenders of their liens on and security interests in the property and assets of the Credit Parties, and the termination of the Investment Documents, in each case pursuant to the terms hereof, each Credit Party, on behalf of its respective successors, assigns and present and future equityholders, officers, directors, managers, employees, agents and affiliates hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges each of the Collateral Agent and each Lender and its affiliates and each of their past, present and future officers, directors, equityholders, agents, representatives and advisors from any and all claims, actions, causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof in connection with the transactions of the respective Credit Parties with the Collateral Agent and the Lenders under or in connection with the Investment Agreement or any of the other Investment Documents.

This letter agreement may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise

authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this letter agreement.

THIS AGREEMENT AND THE OTHER INVESTMENT DOCUMENTS SHALL (EXCEPT AS MAY BE EXPRESSLY OTHERWISE PROVIDED IN ANY INVESTMENT DOCUMENT) BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA (WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF).

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[Signature Page Follows]

Very truly yours,

CAPITALSOUTH SBIC FUND IV, L.P., as Collateral Agent and a Lender

By: CapitalSouth SBIC F-IV, LLC, its General Partner

By: _____

Name: Joseph H. Alaia, III

Title: President and CEO

SPRING CAPITAL PARTNERS III, L.P., as a Lender

By: Spring Capital Investors III, LLC, its General Partner

By: _____

Name: Robert M. Stewart

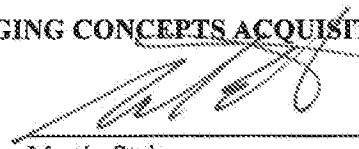
Title: Member

(signatures continue on the following page)

Acknowledged and agreed to:

BORROWER:

STAGING CONCEPTS ACQUISITION, LLC

By: 
Name: Martin Stein
Its: Manager

PARENT:

STADIUM CONSOLIDATION, LLC

By: 
Name: Martin Stein
Its: Manager

EXHIBIT A

LOAN REPAYMENT AMOUNT

Payable to CapitalSouth

Principal	\$4,000,000.00
Accrued Interest	\$44,858.60
PIK Interest	\$357,977.15
Prepayment fee	\$87,159.54
Other	\$0.00
Sub Total (Payable to CapitalSouth)	\$4,489,995.29 _____

Payable to Spring Capital

Principal	\$4,000,000.00
Accrued Interest	\$44,858.60
PIK Interest	\$357,977.15
Prepayment fee	\$87,159.54
Other	\$0.00
Sub Total (Payable to Spring Capital)	\$4,489,995.29 _____

Legal Fees and Total Amounts

Legal Fees (Payable to RBH)	\$10,000.00
Total Amount:	<u>\$8,989,990.58</u>