

12-31-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
(1-31-92)

MRO
12/29/98



100935997

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):
Vari-Lite, Inc.
201 Regal Row
Dallas, Texas 75247

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: SunTrust Bank, Atlanta
Internal Address: _____
Street Address: 25 Park Place
City Atlanta State GA ZIP 30303

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Georgia banking corporation

(If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 30, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s)

Additional numbers attached? Yes No

See Exhibit A attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Pamela Allen
Internal Address: King & Spalding
Street Address: 191 Peachtree Street
City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 110980
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Pamela Allen Pamela A. Allen 12/18/98
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/29/1998 DNGUYEN 00000176 1292675

01 FC:481
02 FC:482

40.00 OP
400.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 1833 FRAME: 0209

EXHIBIT A

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS - VARI-LITE, INC.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
VARI-LITE	1,292,675	9/4/84
VARI-LITE	1,544,578	11/30/94
VLD	1,561,985	10/24/89
ARTISAN	1,563,102	10/31/89
VL2	1,576,128	1/9/90
VL6	1,982,461	6/25/96
VL5	1,983,995	7/2/96
VLQ	1,988,384	7/23/96
VL4	1,988,387	7/23/96
CPL-CONCERT PRODUCTION LIGHTING	2,000,809	9/17/96
CPL-CONCERT PRODUCTION LIGHTING AND DESIGN	2,002,389	9/24/96
IGNITION CREATIVE GROUP	2,047,105	3/25/97
IGNITION	2,047,106	3/25/97
IGNITION & Design	2,047,402	3/25/97
DESIGN (Star)	2,074,939	7/1/97

PENDING APPLICATIONS - VARI-LITE, INC.

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
VIRTUOSO	74/687,564	6/12/95
VARI-LITE VISIONARY	75/046,591	1/22/96

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT (this "Agreement"), made as of the 30th day of November, 1998, by VARI-LITE, INC., a Delaware corporation ("Grantor") whose principal place of business and mailing address is 201 Regal Row, Dallas, Texas 75247, in favor of SUNTRUST BANK, ATLANTA, a Georgia banking corporation whose mailing address is 25 Park Place, N.E., Atlanta, Georgia 30303, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") for itself (individually and as "Agent" under the Credit Agreement described below) and each other bank and lending institution from time to time becoming a "Lender" under the Credit Agreement (collectively, the "Lenders").

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, the Lenders have previously made, and have agreed to make, loans and advances to Vari-Lite International, Inc., a Delaware corporation of which Grantor is a wholly owned direct or indirect subsidiary (the "Parent Company"), all pursuant to that certain Multicurrency Credit Agreement dated as of December 19, 1997 among the Parent Company, the Lenders, the Agent, and the Collateral Agent, as amended by Amendment No. 1 to Credit Agreement dated as of April 21, 1998, by Amendment No. 2 to Credit Agreement dated as of July 31, 1998, and by Amendment No. 3 to Credit Agreement dated as of September 30, 1998 (hereinafter, together with any further amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, pursuant to the requirements of the Credit Agreement, Grantor has previously executed and delivered that certain Subsidiary Guaranty Agreement dated as of December 19, 1997 (as the same has heretofore been, and may hereafter be, amended, restated and supplemented, the "Subsidiary Guaranty") pursuant to which Grantor has guaranteed prompt payment in full of all "Guaranteed Obligations" (as such term is defined in the Subsidiary Guaranty) from time to time owing to the Lenders, the Agent and the Collateral Agent under the Credit Agreement and the other Credit Documents; and

WHEREAS, as a condition precedent to further extensions of loans and advances to the Parent Company pursuant to the Credit Agreement, the Lenders have required that Grantor grant to the Collateral Agent, for the ratable benefit of the Lenders, the Agent, and the Collateral Agent, a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce the Lenders to continue extending loans and advances to the Parent Company as provided in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, the Agent, and the Collateral Agent, a security interest in, and makes to the Collateral Agent, for the ratable benefit of the Lenders, the Agent, and the Collateral Agent, a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security for the payment of all Guaranteed Obligations, shall constitute a part of the Collateral, and shall be subject to all of the terms and conditions of the Credit Agreement.

Notwithstanding the foregoing, unless and until the Collateral Agent exercises the rights and remedies accorded to it under the Subsidiary Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted, except as otherwise expressly permitted by the terms of the Credit Agreement.


Grantor further agrees (a) that the Collateral Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise the Collateral Agent in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), the Collateral Agent may do so in Grantor's name or in the Collateral Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse the Collateral Agent for all expenses, including attorneys' fees, incurred by the Collateral Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

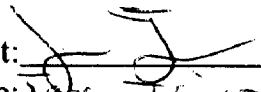
The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Guaranteed Obligations. At such time the Collateral Agent shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release the Collateral Agent's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of the Collateral Agent (for the ratable benefit of the Lenders, the Agent, and the Collateral Agent) and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, under seal, as of the date first above written.

VARI-LITE, INC.

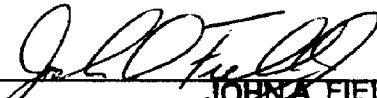
By: 
Name: MIKE HERMAN
Title: V.P. FINANCE, CFO


Attest: 
Name: Jerry Tuzen
Title: VP Corporate Development & Treasurer

[CORPORATE SEAL]

ACCEPTED AND AGREED TO:

SUNTRUST BANK, ATLANTA,
As Collateral Agent

By: 
Name: JOHN A. FIELDS, JR.
Title: FIRST VICE PRESIDENT

By: 
Name: STEVEN J. NEWBY
Title: Corporate Banking Officer

On this 24 day of November, 1998, before me appeared Mike Herman
 and Jerry Suojin, the persons who signed the within and foregoing Trademark
 Security Agreement and Collateral Assignment in their capacities as
VP Finance / CFO and VP Cap Of / Treasurer of VARI-LITE, INC., who
 acknowledged that they signed same as a free act for and on behalf of the identified corporation with
 authority to do so.

Kelly L. Marcuse
 Notary Public

Commission Expiration Date:

01 / 23 / 00

[NOTARIAL SEAL]



STATE OF GEORGIA

COUNTY OF FULTON

On this 15th day of December, 1998, before me appeared John Fields, Jr. and Steven Newby, the persons who signed the within and foregoing Trademark Security Agreement and Collateral Assignment in their capacities as First Vice Pres. and Corp. Banking Officer of SUNTRUST BANK, ATLANTA, as Collateral Agent, who acknowledged that they signed same as a free act for and on behalf of the identified corporation with authority to do so.

Denise Chiles

Notary Public

Commission Expiration Date:
Notary Public, Fulton County, Georgia
My Commission Expires Jan. 29, 2002

[NOTARIAL SEAL]

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