

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audio Visual Services Corporation		02/28/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Lehman Commercial Paper, Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2688180	AUDIO VISUAL HEADQUARTERS
Registration Number:	1857000	AUDIO VISUAL HEADQUARTERS
Registration Number:	3049899	AUDIOVISUAL HEADQUARTERS
Registration Number:	2887875	AV ON COMMAND
Registration Number:	2973519	AV ON COMMAND
Serial Number:	78402596	AV2U
Registration Number:	3207317	AV2U
Registration Number:	2688179	AVHQ
Registration Number:	1811189	AVHQ AUDIO VISUAL HEADQUARTERS
Registration Number:	3053425	AVHQ AUDIOVISUAL HEADQUARTERS
Registration Number:	2872589	AVHQ MEETING SERVICES
Registration Number:	2880255	AVHQ MEETING SERVICES
Registration Number:	2890114	AVHQ RENTAL SERVICES
Registration Number:	2952986	AVHQ RENTAL SERVICES

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Registration Number:	2890115	AVHQ SHOW SOLUTIONS
Registration Number:	2875566	AVHQ SHOW SOLUTIONS
Registration Number:	2872586	AVSC
Registration Number:	1908815	B BAUER AUDIO VISUAL, INC.
Registration Number:	2789416	BLUMBERG COMMUNICATIONS
Registration Number:	2029766	EXECUTIVE EXPRESS
Registration Number:	2807131	HOSPITALITY RESOURCES INCORPORATED
Registration Number:	2719494	PS
Registration Number:	2677105	PS PRESENTATION SERVICES
Registration Number:	2882954	PSAV
Registration Number:	2882950	PSAV PRESENTATION SERVICES
Registration Number:	3055816	SOUND & STAGECRAFT
Registration Number:	2789417	USAV
Registration Number:	1983623	USAV UNITED STATES AUDIOVISUAL, INC.

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: kristopher.villarreal@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil,Gotshal&Manges c/o KristVillarreal
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683.0877
NAME OF SUBMITTER:	Kristopher Villarreal
Signature:	/Kristopher Villarreal/
Date:	03/06/2007

Total Attachments: 6
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of February 28, 2007, made by Audio Visual Services Corporation, a Delaware Corporation having a principal place of business at 111 West Ocean Blvd., Suite 1110, Long Beach, California 90802 (the "Grantor"), in favor of Lehman Commercial Paper Inc., having a principal place of business at 745 Seventh Avenue, New York, New York 10019, as administrative agent (the "Administrative Agent") for the several banks and other financial institutions or entities (the "Lenders") that are parties to the Credit Agreement, dated as of February 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, AVSC Merger Corp., a Delaware corporation, AVSC Finance Corp., a Delaware corporation ("Finance Corp."), Audio Visual Services Group, Inc., a Delaware corporation ("Opco", and together with Finance Corp., the "Borrower"), the Lenders, Lehman Brothers Inc. and Wachovia Capital Markets, LLC, as joint lead arrangers, and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Merger Corp., Finance Corp., Opco, Audio Visual Services (NY) Corporation, a New York corporation, and AVSC Intellectual Property Management, Inc., a Delaware corporation, have executed and delivered a Guarantee and Collateral Agreement, dated as of February 28, 2007, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings

provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses for so long as, and to the extent that such Trademark License is an Excluded Asset.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUDIO VISUAL SERVICES
CORPORATION

By: 
Name: Digby J. Davies
Title: Chief Executive Officer and
President

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

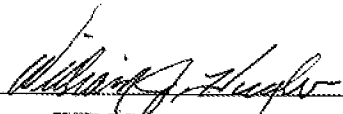
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUDIO VISUAL SERVICES
CORPORATION

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By:  _____
Name: **WILLIAM J. HUGHES**
Title: **MANAGING DIRECTOR**

SCHEDULE I

Mark	Reg. No.
Audio Visual Headquarters	2,688,180
Audio Visual Headquarters (Design)	1,857,000
Audio Visual Headquarters (Design)	3,049,899
AV on Command	2,887,875
AV on Command (Design)	2,973,519
AV2U	78/402,596
AV2U	3,207,317
AVHQ	2,688,179
AVHQ Audio Visual Headquarters (Design)	1,811,189
AVHQ Audio Visual Headquarters (Design)	3,053,425
AVHQ Meeting Services	2,872,589
AVHQ Meeting Services (Design)	2,880,255
AVHQ Rental Services	2,890,114
AVHQ Rental Services (Design)	2,952,986
AVHQ Show Solutions	2,890,115
AVHQ Show Solutions (Design)	2,875,566
AVSC (Design)	2,872,586
B BAUER AUDIO VISUAL, INC. (Design)	1,908,815
Blumberg Communications	2,789,416
Executive Express (Design)	2,029,766
Hospitality Resources Incorporated	2,807,131
PS (Design)	2,719,494
PS Presentation Services (Design)	2,677,105
PSAV	2,882,954
PSAV Presentation Services (Design)	2,882,950
Sound & Stagecraft	3,055,816
USAV	2,789,417
USAV United States Audiovisual, Inc.	1,983,623