

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chauvet & Sons, Inc.		10/14/2014	CORPORATION: FLORIDA
Chauvet Realty Investments, LLC		10/14/2014	LIMITED LIABILITY COMPANY: FLORIDA
Chauvet Investment Holdings LLC		10/14/2014	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3475 Piedmont Road NE
Internal Address:	18th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4297172	COLORADO
Registration Number:	4285117	CHAUVELIGHTING
Registration Number:	4284861	HURRICANE
Registration Number:	4281566	OBEY
Registration Number:	4247633	SLIMPAR
Registration Number:	3399588	CHAUVET Q-SCAN
Registration Number:	3640968	ILUMINARC
Registration Number:	3709476	IT'S GREEN THINKING
Registration Number:	2890766	CHAUVET
Registration Number:	4592179	STRIKE
Registration Number:	4302408	TRUSST
Registration Number:	4379968	LEGEND
Registration Number:	4318601	COLORIST
Serial Number:	86154518	EPIX
Serial Number:	86075662	ROGUE
Serial Number:	86156828	CHAUVET PROFESSIONAL OVATION

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86156051	NEXUS AFFINITY
Serial Number:	85933635	FREEDOM
Serial Number:	85562426	TRUSST
Serial Number:	85933661	EVE
Serial Number:	86353307	VESUVIO

CORRESPONDENCE DATA

Fax Number: 4045228409

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.

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5285-9
NAME OF SUBMITTER:	Bobbi Accord
SIGNATURE:	/ba/
DATE SIGNED:	10/16/2014

Total Attachments: 7

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 14, 2014, is made by **CHAUVET & SONS, INC.**, a Florida corporation ("Chauvet"), **CHAUVET REALTY INVESTMENTS, LLC**, a Florida limited liability company ("Realty"), and **CHAUVET INVESTMENT HOLDINGS LLC**, a Florida limited liability company ("Holdings"; Chauvet, Realty, and Holdings, each a "Grantor" and collectively, the "Grantors"), each having an address at 5200 NW 108th Avenue, Sunrise, Florida 33351, in favor of **JPMORGAN CHASE BANK, N.A.**, a national banking association (the "U.S. Lender"), with an office at 3475 Piedmont Road NE, 18th Floor, Atlanta, Georgia 30305.

WHEREAS, pursuant to that certain Credit Agreement dated October 14, 2014 (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Grantors, certain of their affiliates from time to time, U.S. Lender, and JPMorgan Chase Bank, N.A., London Branch, as "U.K. Lender," the U.S. Lender and the U.K. Lender have agreed to make certain financial accommodations to Grantors subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated October 14, 2014 (as at any time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Grantors, certain other parties thereto from time to time, as guarantors, and U.S. Lender, each Grantor has agreed to, among other things, grant to U.S. Lender, a continuing security interest in all of such Grantor's intellectual property, including, without limitation, all of such Grantor's trademarks and related rights, to secure all obligations and liabilities owing from time to time from any Grantor to the U.S. Lender under the Credit Agreement, the Security Agreement, or otherwise; and

WHEREAS, each 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 U.S. Lender to make extensions of credit to Grantors pursuant to the Credit Agreement, each Grantor agrees with U.S. Lender 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 given such terms or provided by reference in the Security Agreement.

2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, each Grantor assigns and grants to U.S. Lender, to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks, including, without limitation, all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing listed on Schedule A hereto.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the U.S. Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of U.S. Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of U.S. Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on following page.]

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

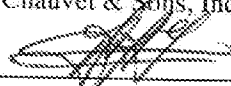
CHAUVET & SONS, INC.

By: 
Name: **Albert Chauvet**
Title: President

[CORPORATE SEAL]

CHAUVET REALTY INVESTMENTS, LLC

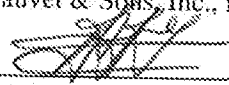
By: Chauvet & Sons, Inc., its sole member

By: 
Name: **Albert Chauvet**
Title: President

[SEAL]

CHAUVET INVESTMENT HOLDINGS LLC

By: Chauvet & Sons, Inc., its sole member

By: 
Name: **Albert Chauvet**
Title: President

[SEAL]

[Signatures continue on the following pages.]

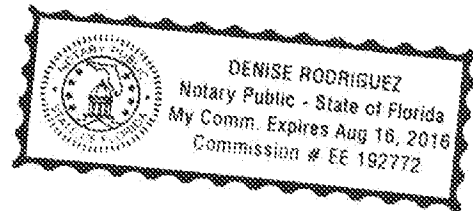
STATE OF Florida)
) ss
COUNTY OF Baywood)

On 10/7, 2014, before me personally came Albert Chauvet, who is personally known to me to be the President of Chauvet & Sons, Inc., a Florida corporation, or who produced Albert & Benencia Chauvet as identification; who, being duly sworn, did depose and say that he is the President of such company, the companies described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority duly given by such company; and that he acknowledged said instrument to be the free act and deed of each such company.

Denise Rodriguez
Notary Public

My commission expires: 8-16-2016

[NOTARIAL SEAL]



SCHEDULE A
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

U.S. Trademarks:

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
COLORado	4297172	03/05/2013	Chauvet & Sons, Inc.
CHAUVETLIGHTING	4285117	02/05/2013	Chauvet & Sons, Inc.
HURRICANE	4284861	02/05/2013	Chauvet & Sons, Inc.
OBEY	4281566	01/29/2013	Chauvet & Sons, Inc.
SlimPAR	4247633	11/20/2012	Chauvet & Sons, Inc.
CHAUVET Q-SCAN	3399588	03/18/2008	Chauvet & Sons, Inc.
ILUMINARC	3640968	06/16/2009	Chauvet & Sons, Inc.
It's Green Thinking	3709476	11/10/2009	Chauvet & Sons, Inc.
CHAUVET	2890766	10/05/2004	Chauvet & Sons, Inc.
STRIKE	4592179	08/26/2014	Chauvet & Sons, Inc.
TRUSST	4302408	03/12/2013	Chauvet & Sons, Inc.
LEGEND	4379968	08/06/2013	Chauvet & Sons, Inc.
COLORIST	4318601	04/09/2013	Chauvet & Sons, Inc.

U.S. Trademark Applications:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
EPIX	86154518	12/30/2013	Chauvet & Sons, Inc.
ROGUE	86075662	09/26/2013	Chauvet & Sons, Inc.

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
Chauvet Professional Ovation	86156828	01/03/2014	Chauvet & Sons, Inc.
NEXUS AFFINTIY	86156051	01/02/2014	Chauvet & Sons, Inc.
FREEDOM	85933635	05/16/2013	Chauvet & Sons, Inc.
TRUSST	85562426	03/07/2012	Chauvet & Sons, Inc.
EVE	85933661	05/16/2013	Chauvet & Sons, Inc.
VESUVIO	86353307	07/31/2014	Chauvet & Sons, Inc.