

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM496110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Audio Visual Services LLC		10/25/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CPPIB Credit Investments Inc., as First Lien Agent
Street Address:	One Queen Street East
City:	Toronto
State/Country:	CANADA
Postal Code:	M5C 2W5
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2677105	PS PRESENTATION SERVICES
Registration Number:	3207317	AV2U
Registration Number:	2688180	AUDIO VISUAL HEADQUARTERS
Registration Number:	2688179	AVHQ
Registration Number:	3226653	AV2U
Registration Number:	2719494	PS
Registration Number:	2789417	USAV
Registration Number:	2789416	BLUMBERG COMMUNICATIONS
Registration Number:	2807131	HOSPITALITY RESOURCES INCORPORATED
Registration Number:	2872586	AVSC
Registration Number:	2872589	AVHQ MEETING SERVICES
Registration Number:	2875566	AVHQ SHOW SOLUTIONS
Registration Number:	2880255	AVHQ MEETING SERVICES
Registration Number:	2882954	PSAV
Registration Number:	2882950	PSAV PRESENTATION SERVICES
Registration Number:	2887875	AV ON COMMAND
Registration Number:	2890114	AVHQ RENTAL SERVICES
Registration Number:	2890115	AVHQ SHOW SOLUTIONS
Registration Number:	1857000	AUDIO VISUAL HEADQUARTERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2952986	AVHQ RENTAL SERVICES
Registration Number:	2973519	AV ON COMMAND
Registration Number:	1908815	B BAUER AUDIO VISUAL, INC.
Registration Number:	3049899	AUDIOVISUAL HEADQUARTERS
Registration Number:	3055816	SOUND & STAGECRAFT
Registration Number:	3053425	AVHQ AUDIOVISUAL HEADQUARTERS
Registration Number:	1983623	USAV UNITED STATES AUDIOVISUAL, INC.
Registration Number:	4421222	PSAV
Registration Number:	4421230	PSAV
Registration Number:	4456612	PSAV
Registration Number:	4456613	PSAV
Registration Number:	4456614	PSAV
Registration Number:	5127639	PSAV SELECT

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	046660-0100
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/31/2018

Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2018, (this “**Agreement**”) is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of CPPIB Credit Investments Inc., in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**First Lien Agent**”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement dated as of October 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantors, the First Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the First Lien Term Loan Agreement), each Grantor has pledged, mortgaged, hypothecated and granted to the First Lien Agent a continuing security interest all of its right, title and interest in, to and under all Trademarks, including, without limitation, the issued Trademark registrations and Trademark applications listed on Schedule I hereto solely to the extent the same constitute Collateral (collectively, the “**Trademark Collateral**”).

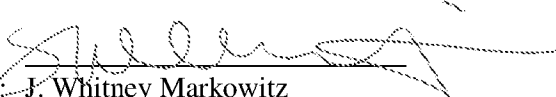
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that each Grantor, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, hereby pledges, mortgages, hypothecates and grants to the First Lien Agent, its successor and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this Agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the First Lien Term Loan Agreement). The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the First Lien Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which 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.

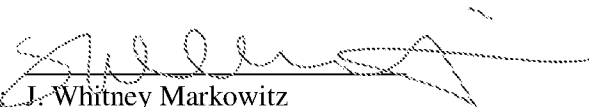
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

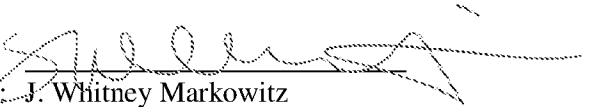
AUDIO VISUAL SERVICES LLC, as Grantor

By: 
Name: J. Whitney Markowitz
Title: Chief Legal Counsel and Secretary

AUDIO VISUAL SERVICES GROUP, LLC, as Grantor

By: 
Name: J. Whitney Markowitz
Title: Chief Legal Counsel and Secretary

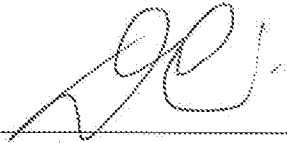
PSAV (NY) LLC, as Grantor

By: 
Name: J. Whitney Markowitz
Title: Chief Legal Counsel and Secretary

ACCEPTED AND ACKNOWLEDGED BY:


CPIB CREDIT INVESTMENTS INC.

as First Lien Agent

By:  _____

Name: David Colla

Title: Authorized Signatory

By:  _____

Name: Hetal Patel

Title: Authorized Signatory








[Signature Page to First Lien Trademark Security Agreement]



Schedule I Trademarks

1. U.S. Trademark Registrations




No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
1.	PS PRESENTATION SERVICES (DESIGN) 	2677105	1/21/2003	76332545	10/30/2001	Audio Visual Services LLC
2.	AV2U (words only)	3207317	2/13/2007	78397332	4/6/2004	Audio Visual Services LLC
3.	AUDIO VISUAL HEADQUARTERS (words only)	2688180	2/18/2003	76332547	10/30/2001	Audio Visual Services LLC
4.	AVHQ (words only)	2688179	2/18/2003	76332544	10/30/2001	Audio Visual Services LLC
5.	TOTAL AUDIO VISUAL SERVICES	1233960	4/5/1983	73231129	9/13/1979	PSAV (NY) LLC
6.	AV2U (stylized design) 	3226653	4/10/2007	78402596	4/15/2004	Audio Visual Services LLC
7.	PS (design) 	2719494	5/27/2003	78147521	7/25/2002	Audio Visual Services LLC
8.	USAV (words only)	2789417	12/2/2003	76337809	11/13/2001	Audio Visual Services LLC
9.	BLUMBERG COMMUNICATIONS (words only)	2789416	12/2/2003	76337803	11/13/2001	Audio Visual Services LLC
10.	HOSPITALITY RESOURCES INCORPORATED (words only)	2807131	1/20/2004	76337805	11/13/2001	Audio Visual Services LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
11.	AVSC (design + words) AVSC	2872586	8/10/2004	78141291	7/3/2002	Audio Visual Services LLC
12.	AVHQ MEETING SERVICES (words only)	2872589	8/10/2004	78142965	7/11/2002	Audio Visual Services LLC
13.	AVHQ SHOW SOLUTIONS (design) AVHQ SHOW SOLUTIONS	2875566	8/17/2004	78141293	7/3/2002	Audio Visual Services LLC
14.	AVHQ MEETING SERVICES (design) AVHQ MEETING SERVICES	2880255	8/31/2004	78141298	7/3/2002	Audio Visual Services LLC
15.	PSAV	2882954	9/7/2004	78142970	7/11/2002	Audio Visual Services LLC
16.	PSAV Presentation Services (design) PSAV PRESENTATION SERVICES	2882950	9/7/2004	78141281	7/3/2002	Audio Visual Services LLC
17.	AV ON COMMAND (words only)	2887875	9/21/2004	78273506	7/11/2003	Audio Visual Services LLC
18.	AVHQ RENTAL SERVICES (words only)	2890114	9/28/2004	78142968	7/11/2002	Audio Visual Services LLC
19.	AVHQ SHOW SOLUTIONS (words only)	2890115	9/28/2004	78142969	7/11/2002	Audio Visual Services LLC
20.	AUDIO VISUAL HEADQUARTERS (design) AUDIO VISUAL HEADQUARTERS 	1857000	10/4/1994	74360419	2/19/1993	Audio Visual Services LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
21.	AVHQ RENTAL SERVICES (design) 	2952986	5/17/2005	78141296	7/3/2002	Audio Visual Services LLC
22.	AV ON COMMAND (design) 	2973519	7/19/2005	78273512	7/11/2003	Audio Visual Services LLC
23.	BAUER AUDIO VISUAL, INC. (design) 	1908815	8/1/1995	74471538	12/16/1993	Audio Visual Services LLC
24.	AUDIOVISUAL HEADQUARTERS	3049899	1/24/2006	78523881	11/29/2004	Audio Visual Services LLC
25.	SOUND & STAGECRAFT	3055816	1/31/2006	76337804	11/13/2001	Audio Visual Services LLC
26.	AVHQ AUDIO VISUAL HEADQUARTERS (design) 	3053425	1/31/2006	78443257	6/29/2004	Audio Visual Services LLC
27.	USAV UNITED STATES AUDIOVISUAL (design) 	1983623	7/2/1996	74624384	1/23/1995	Audio Visual Services LLC
28.	PSAV (design) (no color) 	4421222	10/22/2013	85860300	2/26/2013	Audio Visual Services LLC
29.	PSAV (design) (black with yellow) 	4421230	10/22/2013	85860467	2/26/2013	Audio Visual Services LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
30.	MVP VISUAL PRESENTATIONS	2205071	11/24/1998	75282961	4/28/1997	Audio Visual Services Group, LLC
31.	TRAINEX INTERNATIONAL	2283703	10/5/1999	75280404	4/24/1997	Audio Visual Services Group, LLC
32.	MVP INTERNATIONAL	2286970	10/19/1999	75310332	6/17/1997	Audio Visual Services Group, LLC
33.	SWANK AUDIO VISUALS	4004339	8/2/2011	77887322	12/7/2009	Audio Visual Services Group, LLC
34.	 GLOBE DESIGN ONLY (LOGO ONLY)	4250917	11/27/2012	85373148	7/16/2011	Audio Visual Services Group, LLC
35.	 SWANK MOBILE MEETING MANAGER (& DESIGN)	4246901	11/20/2012	85373156	7/16/2011	Audio Visual Services Group, LLC
36.	THE JOURNEY	4216632	10/2/2012	85430224	9/23/2011	Audio Visual Services Group, LLC
37.	SWANKAV.COM	4370738	7/23/2013	85566572	3/12/2012	Audio Visual Services Group, LLC
38.	DELIVERING THE SPECTACULAR	3467179	7/15/2008	77335511	11/21/2007	Audio Visual Services Group, LLC
39.	FLAWLESS EXECUTION	3757902	3/9/2010	77036488	11/3/2006	Audio Visual Services Group, LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
40.	FLEX 7	3566472	1/27/2009	77195877	6/1/2007	Audio Visual Services Group, LLC
41.	 SWANK AUDIO VISUALS (& DESIGN)	3715920	11/24/2009	77344664	12/5/2007	Audio Visual Services Group, LLC
42.	WE TRANSFORM ORDINARY MEETINGS INTO EXTRAORDINARY EVENTS	3358802	12/25/2007	77145016	3/30/2007	Audio Visual Services Group, LLC
43.	FLEX 7 	4439090	11/26/2013	85855071	2/20/2013	Audio Visual Services Group, LLC
44.	SWANK AUDIO VISUALS 	4435385	11/19/2013	85855085	2/20/2013	Audio Visual Services Group, LLC
45.	VAE 	3826749	8/3/2010	76700349	11/12/2009	Audio Visual Services Group, LLC
46.	American Audio Visual Center 	4545324	6/3/2014	85768255	10/31/2012	Audio Visual Services Group, LLC
47.	American Audio Visual Center Extreme Customer Service 	3474677	7/29/2008	77159680	4/18/2007	Audio Visual Services Group, LLC

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
48.	Extreme Customer Service <small>EXTREME CUSTOMER SERVICE</small>	3305797	10/9/2007	77070450	12/22/2006	Audio Visual Services Group, LLC
49.	American Audio Visual Center	3429703	5/20/2008	77159679	4/18/2007	Audio Visual Services Group, LLC
50.	PSAV (design) (<i>black with grey</i>) 	4456612	12/24/2013	85860643	2/26/2013	Audio Visual Services LLC
51.	PSAV (design) (<i>white with grey</i>) 	4456613	12/24/2013	85860656	2/26/2013	Audio Visual Services LLC
52.	PSAV (design) (<i>white with yellow</i>) 	4456614	12/24/2013	85860665	2/26/2013	Audio Visual Services LLC
53.	Blue Avenue Studios <small>BLUE AVENUE STUDIOS</small>	4917145	3/15/2016	86491418	12/29/2014	Audio Visual Services Group, LLC
54.	sTILer Panel	5186278	4/18/2017	87171678	9/14/2016	Audio Visual Services Group, LLC
55.	PSAV SELECT	5127639	1/24/2017	87049666	5/25/2016	Audio Visual Services LLC

2. U.S. Trademark Applications

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	Backstage Pass			87171721 (Intent to Use)	9/14/2016	Audio Visual Services Group, LLC