

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audio Fidelity Communications, LLC		03/10/2020	Limited Liability Company: VIRGINIA
AVI-SPL, Inc.		03/10/2020	Corporation: DELAWARE
Audio Visual Innovations, Inc.		03/10/2020	Corporation: FLORIDA
Signal Perfection Ltd.		03/10/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	Gateway Village - 900 West Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2441852	AV MARKETPLACE	
Registration Number:	2368037	AVI	
Registration Number:	2368038	AVI AUDIO VISUAL INNOVATIONS YOUR SOURCE	
Registration Number:	2370454	PROJECTOR PEOPLE	
Registration Number:	3621864	AVI-SPL	
Registration Number:	3611364	AVI SPL	
Registration Number:	3804592	VNOC SYMPHONY	
Registration Number:	3703843	VNOC	
Registration Number:	4168709	UNIFY ME	
Registration Number:	4165442	UNIFY ME	
Registration Number:	5484861	SYMPHONY UNIFY ME	
Registration Number:	5469012	UNIFY ME SYMPHONY	
Registration Number:	4944849	VLGATEWAY BY VIDEOLINK	
Registration Number:	4940845	VLGURU BY VIDEOLINK	
Registration Number:	4940843	VLCREATIVE BY VIDEO LINK	
Registration Number:	4192822	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	
TRADEMARK			

CH \$640.00 2441852

Property Type	Number	Word Mark
Registration Number:	4192814	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE
Registration Number:	2814724	READYCAM
Registration Number:	2812604	
Registration Number:	2816599	READYCAM
Registration Number:	5865409	RAPID ROOMS
Registration Number:	5906345	VIDEOLINK AN AVI-SPL COMPANY
Registration Number:	5071812	SHARE IT WITH THE WORLD
Serial Number:	88382992	READYCAM MCS
Serial Number:	88011536	SMART SPACES

CORRESPONDENCE DATA

Fax Number:

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1179900-0114-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	03/10/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 10, 2020 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of in favor of Bank of America, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of March 10, 2020 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, A&V Holdings Midco, LLC, a Delaware limited liability company (the "Borrower"), A&V Holdings Holdco, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first priority Lien (subject to Permitted Liens) on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral") to secure the Secured Obligations: all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

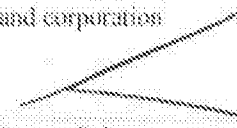
SECTION 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

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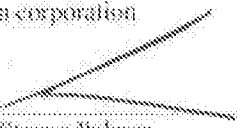
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS

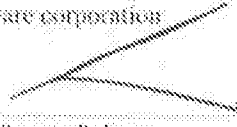
SIGNAL PERFECTION LTD.,
a Maryland corporation

By: 
Name: Steven Palmer
Title: Chief Financial Officer

AUDIO VISUAL INNOVATIONS, INC.,
a Florida corporation

By: 
Name: Steven Palmer
Title: Chief Financial Officer

AVI-SPL, INC.,
a Delaware corporation

By: 
Name: Steven Palmer
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

PLEDGORS (continued):

AUDIO FIDELITY COMMUNICATIONS, LLC,
a Virginia limited liability company

By: DS
Name: Dan Spradling
Title: Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: **Erik M. Truette**
Title: **Vice President**

{Signature Page to Trademark Security Agreement}

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
AUDIO VISUAL INNOVATIONS, INC.	AV MARKETPLACE	2441852
AUDIO VISUAL INNOVATIONS, INC.	AVI	2368037
AUDIO VISUAL INNOVATIONS, INC.	AVI AUDIO VISUAL INNOVATIONS YOUR SOURCE FOR BEING SEEN AND HEARD.	2368038
AUDIO VISUAL INNOVATIONS, INC.	PROJECTOR PEOPLE	2370454
AVI-SPL, INC.	AVI-SPL	3621864
AVI-SPL, INC.	AVI SPL	3611364
SIGNAL PERFECTION, LTD.	VNOC SYMPHONY	3804592
SIGNAL PERFECTION, LTD.	VNOC	3703843
AVI-SPL, INC.	UNIFY ME	4168709
AVI-SPL, INC.	UNIFY ME	4165442
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AVI-SPL, INC.	VLGATEWAY BY VIDEOLINK	4944849
AVI-SPL, INC.	VLGURU BY VIDEOLINK	4940845
AVI-SPL, INC.	VLCREATIVE BY VIDEO LINK	4940843
AVI-SPL, INC.	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	4192822
AVI-SPL, INC.	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	4192814
AVI-SPL, INC.	READYCAM	2814724
AVI-SPL, INC.	<i>[no word description available]</i>	2812604

AVI-SPL, INC.	READYCAM	2816599
AVI-SPL, INC	RAPID ROOMS	5865409
AVI-SPL, INC	VIDEOLINK AN AVI-SPL COMPANY	5906345
Audio Fidelity Communications, LLC DBA Whitlock	SHARE IT WITH THE WORLD	5071812

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
AVI-SPL, INC.	READYCAM MCS	88382992
AVI-SPL, INC.	SMART SPACES	88011536