

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393343

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/26/2014

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chaos Visual Productions, LLC		12/26/2014	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Production Resource Group, L.L.C.
<b>Street Address:</b>	200 Business Park Drive, Suite 109
<b>City:</b>	Armonk
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10504
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	85037658	CHAOS
Serial Number:	85037680	CHAOS
Serial Number:	85037666	CHAOS
Serial Number:	85037687	CHAOS
Serial Number:	85037622	CHAOS VISUAL PRODUCTIONS
Serial Number:	85037635	CHAOS VISUAL PRODUCTIONS
Serial Number:	85037645	CHAOS VISUAL PRODUCTIONS
Serial Number:	85037653	CHAOS VISUAL PRODUCTIONS

**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: 845-567-5870

Email: rmanners@prg.com

Correspondent Name: Robert Manners

Address Line 1: 200 Business Park Drive, Suite 109

Address Line 4: Armonk, NEW YORK 10504

NAME OF SUBMITTER: Robert A. Manners

TRADEMARK

<b>SIGNATURE:</b>	/sRAM/
<b>DATE SIGNED:</b>	08/01/2016
<b>Total Attachments: 6</b> source=PRG (California) Inc. stock cert#page1.tif source=07. Assign Assumption Bill of Sale US#page1.tif source=07. Assign Assumption Bill of Sale US#page2.tif source=07. Assign Assumption Bill of Sale US#page3.tif source=07. Assign Assumption Bill of Sale US#page4.tif source=07. Assign Assumption Bill of Sale US#page5.tif	

INCORPORATED UNDER THE LAWS OF  
THE STATE OF CALIFORNIA

No. 100

100 Shares

# PRG (California) Inc.

FULLY PAID

NON-ASSESSABLE


## Common Stock

This Certifies that *Production Resource Group, L.L.C.* is the registered holder of *One Hundred (100)* shares of Common Stock transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

**In Witness Whereof**, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this \_\_\_\_ day of August, 2007.



Robert A. Manners, Vice President



Susan Eisner, Asst. Secretary

ACB/28235/171/823612v1  
08/14/07-HRT/

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**AND**  
**BILL OF SALE**

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE** (this “**Assignment and Assumption Agreement**”), dated as of December 26, 2014, by and among PRG (California), Inc., a California corporation (“**Buyer**”), on the one hand, and Chaos Visual Productions, LLC (“**Chaos**”), a Delaware limited liability company; Chaos Visual Presentations, Inc., (“**CVPI**”) a California corporation; and Chaos Virtual Productions, LLC, (“**Chaos Virtual**”) an Illinois limited liability company, on the other hand (Chaos, CVPI and Chaos Virtual being hereinafter referred to as “**Seller**”).

**RECITALS**

**WHEREAS**, Buyer, Seller and certain other entities and persons are parties to that certain Asset Purchase Agreement, dated as of December 26, 2014 (the “**Purchase Agreement**”);

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer and assign to Buyer, and Buyer has agreed to purchase from Seller, the Purchased Assets, other than the Leased Assets, of Seller; and

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer, and Buyer has agreed to assume, the Assumed Liabilities of Seller.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. **Bill of Sale.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 1.1 and Section 1.2 of the Purchase Agreement, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 11:59 p.m. (Eastern Daylight Time) on December 26, 2014 (the “**Effective Time**”), all of Sellers’ right, title and interest in and to all of the Purchased Assets; provided, however, that Seller does not sell, transfer, assign, convey, grant or deliver to Buyer any of the Leased Assets or the Excluded Assets.

3. ***Power of Attorney.*** Without limiting Section 2 hereof (as of the Effective Time and subject to the terms of the Purchase Agreement), Seller hereby constitutes and appoints Buyer as of the Closing the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Purchased Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Purchased Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Purchased Assets and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of same.

Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

4. ***Assignment and Assumption.*** Effective as of the Effective Time, subject to the Purchase Agreement (including, without limitation, Section 1.3 and Section 1.4 thereof), Seller hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Buyer all of Seller's right, title, benefit, privileges and interest in and to, and all of Seller's burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. Buyer hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Seller to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Liabilities. Buyer assumes no Retained Liabilities, and the parties hereto agree that all such Retained Liabilities shall remain the sole responsibility of Seller. In connection with such assignment and assumption, each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of assumption or assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions.

5. ***Terms of the Purchase Agreement.*** The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and subject thereto. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. **Severability.** If any provision of this Assignment and Assumption Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Assignment and Assumption Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. **Section Headings, Construction.** The headings of Sections in this Assignment and Assumption Agreement are provided for convenience only and will not affect its construction or interpretation.

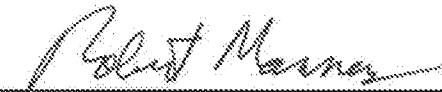
8. **GOVERNING LAW. THIS ASSIGNMENT AND ASSUMPTION AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

9. **Counterparts.** This Assignment and Assumption Agreement may be executed in two or more counterparts, each of which will be deemed to be an original of this Assignment and Assumption Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The parties may exchange signature pages by facsimile, provided that the original pages are forwarded by overnight delivery on the date of execution.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

**PRG (CALIFORNIA) INC.**

By:   
Name: Robert Manners  
Title: Vice President

**CHAOS VISUAL PRODUCTIONS, LLC**

By: \_\_\_\_\_  
Name: John Wiseman  
Title: President and Manager

**CHAOS VISUAL PRESENTATIONS, INC.**

By: \_\_\_\_\_  
Name: John Wiseman  
Title: President

**CHAOS VIRTUAL PRODUCTIONS, LLC**

By: \_\_\_\_\_  
Name: John Wiseman  
Title: Manager of Chaos Visual Productions, LLC

SIGNATURE PAGE TO  
ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

**PRG (CALIFORNIA) INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CHAOS VISUAL PRODUCTIONS, LLC**

By: \_\_\_\_\_  
Name: John Wiseman  
Title: President and Manager

**CHAOS VISUAL PRESENTATIONS, INC.**

By: \_\_\_\_\_  
Name: John Wiseman  
Title: President

**CHAOS VIRTUAL PRODUCTIONS, LLC**

By: \_\_\_\_\_  
Name: John Wiseman  
Title: Manager of Chaos Visual Productions, LLC

SIGNATURE PAGE TO  
ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

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12/22/14-HRT/PHK