

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Scaffolding Company		09/09/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	7 St. Paul Street, 2nd Floor
Internal Address:	Risk Management
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	75833812	
Serial Number:	75833811	ATLANTIC SCAFFOLDING COMPANY

CORRESPONDENCE DATA	
Fax Number:	(703)734-6595
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7037344331
Email:	cathy.breitenfeld@troutmansanders.com
Correspondent Name:	Troutman Sanders LLP
Address Line 1:	1660 International Drive, Suite 600
Address Line 4:	McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	012845.000185/CB
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NAME OF SUBMITTER:	Cathy Breitenfeld
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Total Attachments: 11
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COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 9th day of September, 2004, by ATLANTIC SCAFFOLDING COMPANY, a corporation organized under the laws of the State of Delaware (the "Assignor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, its successors and assigns (the "Wachovia").

RECITALS

A. The Assignor has applied to Wachovia for certain revolving credit, term loan and letter of credit facilities (the "Credit Facilities") under the provisions of a certain (i) Financing and Security Agreement, dated the date hereof (as amended, restated, supplemented or otherwise modified, the "Revolver Financing Agreement"), by and between Wachovia, as lender, and the Assignor, as borrower, and (ii) Term Financing and Security Agreement, dated the date hereof (as amended, restated, supplemented or otherwise modified, the "Term Financing Agreement" and, collectively with the Revolver Financing Agreements, the "Financing Agreements"), among the Assignor, Wachovia, as a lender and as agent and the other financial institutions party thereto from time to time, as lenders (the "Term Financing Agreements" and, collectively with the Revolver Financing Agreements, the "Financing Agreements"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreements except that the terms "Obligations", "Financing Documents" and "Event of Default" shall mean, collectively, the "Obligations", "Financing Documents" and "Events of Default" under, and as defined in, each of the Financing Agreements.

B. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks").

C. The Financing Agreements and certain other Financing Documents contain security agreements under which the Assignor has granted to Wachovia, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which Wachovia is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Financing Agreements.

D. Wachovia desires to have its interest in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to Wachovia the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises

herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreements and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby collaterally assigns to Wachovia, as a lender under the Revolver Financing Agreement, and as agent for the benefit of lenders under the Term Financing Agreement, all of its present and future right, title and interest in and to, and grants to Wachovia, in such capacities, a security interest in and Lien on the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing security interest and collateral assignment is a present grant of a collateral assignment and, upon the occurrence and during the continuation of an Event of Default and notice to the Assignor from Wachovia, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of Wachovia, in such capacities, or in favor of such person as Wachovia may designate, and may be the subject of such confirmatory instruments as Wachovia may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to Wachovia, and shall be deemed to represent and warrant to Wachovia at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

(a) The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

(b) Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

(c) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses (other than as set forth herein or permitted under this Agreement

or the Financing Agreements), and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

(d) The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled, have expired or have been cash collateralized:

(a) It will not enter into any agreement, including without limitation, license agreements relating to any Trademarks that would have a material adverse effect on Wachovia's rights under this Assignment.

(b) It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

(c) If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give Wachovia prompt written notice thereof along with an amended SCHEDULE A.

(d) The Assignor shall, at Wachovia's reasonable request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

(a) Except as permitted by the provisions of the Financing Agreements, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled, have expired or have been cash collateralized.

(b) Except as permitted by the provisions of the Financing Agreements, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled, have expired or have been cash collateralized, and (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of Wachovia, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be

part of the Enforcement Costs. The Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of Wachovia.

(c) Provided no Event of Default has occurred and is continuing and Assignor has not received prior written notice from Wachovia, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Wachovia may, if necessary, at its own expense, be joined as a nominal party to such suit if Wachovia shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought during the occurrence of an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify Wachovia for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by Wachovia in the fulfillment of the provisions of this paragraph.

(d) If the Assignor fails to comply with any of its obligations hereunder in any material respect, Wachovia may do so in the Assignor's name or in Wachovia's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify Wachovia in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Wachovia in protecting, defending and maintaining the Trademarks.

(e) The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

(f) The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to Wachovia, either in its capacity as a lender under the Revolver Financing Agreement or as agent under the Term Financing Agreement, upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses incurred by Wachovia, in such capacities, in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing Wachovia's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by Wachovia.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Provided no Event of Default has occurred and is continuing (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) Wachovia shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the

Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Financing Agreements, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of Wachovia, either in its capacity as a lender under the Revolver Financing Agreement or as agent under the Term Financing Agreement.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that Wachovia, either in its capacity as a lender under the Revolver Financing Agreement or as agent under the Term Financing Agreement, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law may, following an Event of Default which is continuing, upon notice to the Assignor, terminate the license set forth in Section 4.1 (Assignor Use) and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default which is continuing, the Assignor upon the occurrence and during the continuation of an Event of Default hereby authorizes and empowers Wachovia to make, constitute and appoint any officer of Wachovia as Wachovia may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of Wachovia or in the name of the Assignor or otherwise, for the use and benefit of Wachovia to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Wachovia to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Financing Agreements, the Financing Documents and other obligations and until all of the Obligations to Wachovia are satisfied in full, all Commitments have been terminated or expired and Letters of Credit have been terminated, have expired or have been cash collateralized.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to Wachovia shall be in addition to any rights and remedies granted to Wachovia under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination, expiration or cash collateralization, as the case may be, of all Commitments and all Letters of Credit, Wachovia, in its capacity as a lender under the Revolver Financing Agreement or as agent under the Term Financing Agreement, shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and Wachovia, either in its capacity as a lender under the Revolver Financing Agreement or as agent under the Term Financing Agreement, nor any failure to exercise, nor any delay in exercising, on the part of Wachovia, either in its capacity as a lender under the Revolver Financing Agreement or as agent under the Term Financing Agreement, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of Wachovia's, either in its capacity as a lender under the Revolver Financing Agreement or as agent under the Term Financing Agreement, rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and Wachovia or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Agent" or "Lender" under the Financing Agreements.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties hereto and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreements and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

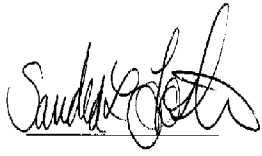
This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

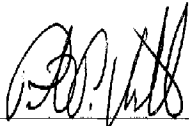
Section 5.6 Counterparts.

This Assignment may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST: ATLANTIC SCAFFOLDING COMPANY



By:  (SEAL)
Peter P. Vrettakos
Chief Executive Officer and President

Approved and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as "Lender" under, and as defined in the Revolver Financing Agreement

By: _____
Steven J. Cook
Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
as "Agent" under, and as defined in the Term Financing Agreement

By: _____
Kenneth Gacevich
Duly Authorized Signatory

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

On this 9th day of September, 2004, before me personally appeared Peter P. Vrettakos, to me known and being duly sworn, deposes and says that he is the Chief Executive Officer and President of Atlantic Scaffolding Company, a Delaware corporation, the Assignor; that he signed the Assignment as Chief Executive Officer and President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public

My Commission Expires: 7/1/05

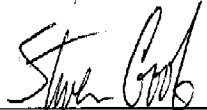
IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST: ATLANTIC SCAFFOLDING COMPANY

By: _____ (SEAL)
Peter P. Vrettakos
Chief Executive Officer and President

Approved and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as "Lender" under, and as defined in the Revolver Financing Agreement

By: 
Steven J. Cook
Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
as "Agent" under, and as defined in the Term Financing Agreement

By: _____
Kenneth Gacevich
Duly Authorized Signatory

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

On this 10th day of September, 2004, before me personally appeared Peter P. Vrettakos, to me known and being duly sworn, deposes and says that he is the Chief Executive Officer and President of Atlantic Scaffolding Company, a Delaware corporation, the Assignor; that he signed the Assignment as Chief Executive Officer and President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST: ATLANTIC SCAFFOLDING COMPANY

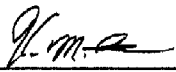
By: _____ (SEAL)
Peter P. Vrettakos
Chief Executive Officer and President

Approved and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as "Lender" under, and as defined in the Revolver Financing Agreement

By: _____
Steven J. Cook
Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
as "Agent" under, and as defined in the Term Financing Agreement

By: 
Kenneth Gacevich
Duly Authorized Signatory

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

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Notary Public

My Commission Expires: _____

SCHEDULE A

LIST OF TRADEMARKS

<u>Serial Number</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
75833812	2393495	USA	October 28, 1999
75833811	2440398	USA	October 28, 1999

SCHEDULE A

LIST OF TRADEMARKS

1. **Mark: "Atlantic Scaffolding Company"**
Registration No. 2,440,398
Reg. Date: April 3, 2001
International Class 37

2. **Triangular design service mark (see attached)**
Registration No. 2,393,495
Reg. Date: October 10, 2000
International Class 37
Prior U.S. Cls.: 100, 103 and 106