### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pacific Crane Maintenance Company, L.P.		105/31/2010	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

Name:	GE Business Financial Services, Inc. (formerly known as Merrill Lynch Business Financial Services Inc.)
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3783562	
Serial Number:	77922760	PACIFIC CRANE MAINTENANCE COMPANY
Serial Number:	77922751	PCMC

## **CORRESPONDENCE DATA**

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235 Email: ipdocket@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, 20th Floor Costa Mesa, CALIFORNIA 92626 Address Line 4:

ATTORNEY DOCKET NUMBER: 025646-0530

NAME OF SUBMITTER: Kristin J. Azcona

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Signature:	/kja/	
Date:	07/22/2010	
Total Attachments: 4 source=Pacific Crane TMK Agreement#page1.tif source=Pacific Crane TMK Agreement#page2.tif source=Pacific Crane TMK Agreement#page3.tif source=Pacific Crane TMK Agreement#page4.tif		

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3/2 day of May 2010 by Pacific Crane Maintenance Company, L.P., a Delaware limited partnership ("Grantor"), in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

### WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Credit Agreement dated as of October 4, 2007 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of August 15, 2007 between Grantor, certain affiliates of Grantor and Grantee (as reaffirmed by the Grantor and certain affiliates of Grantor pursuant to that certain Reaffirmation of Guaranty and Security Documents dated as of October 4, 2007 and as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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TRADEMARK REEL: 004247 FRAME: 0081 (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PACIFIC CRANE MAINTENANCE

COMPANY, L.P.

By PCMP LIJC, its general partne

Name:

Title: Chief Financial

Agreed and Accepted
As of the Date First Written Above

## GE BUSINESS FINANCIAL SERVICES

**INC.** (formerly known as Merrill Lynch Business Financial Services Inc.), as Administrative Agent

Name

Author ( Zed Signator)

## **SCHEDULE 1**

## TRADEMARK REGISTRATIONS

Trademark Description
The mark consists of three cargo container cranes aligned in a side-by-side configuration

U.S. Registration No. 3,783,562

Date Registered May 4, 2010

## TRADEMARK APPLICATIONS

Trademark Application Description
Stylized and/or design mark consisting of
three cargo cranes aligned in a side-by-side
configuration. The application was filed for
International Class 037: cargo container
crane and truck chassis maintenance services
Stylized and/or design mark consisting of
three cargo cranes aligned in a side-by-side
configuration. The application was filed for
International Class 037: cargo container
crane and truck chassis maintenance services

U.S. Application No. Date Applied
77/922,760 January 28, 2010

77/922,751 January 28, 2010

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**RECORDED: 07/22/2010** 

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