

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROCK ENTERPRISES, LLC		03/16/2011	LIMITED LIABILITY COMPANY: TEXAS
BROCK HOLDINGS III, INC.		03/16/2011	CORPORATION: DELAWARE
ATLANTIC SCAFFOLDING COMPANY, LLC		03/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2284672	BROCK
Registration Number:	3625584	XPS 60
Registration Number:	2440398	ATLANTIC SCAFFOLDING COMPANY
Registration Number:	2393495	

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle
 Address Line 2: Attn: Penelope J.A. Agodoa

OP \$115.00 2284672

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

36773

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

03/28/2011

Total Attachments: 7
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FIRST LIEN TRADEMARK SECURITY AGREEMENT
dated as of March 16, 2011 (this "Agreement"), among the Parties
on the signature pages hereto, and JPMORGAN CHASE BANK,
N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the U.S. Collateral Agreement dated as of March 16, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Brock Holdings III, Inc., a Delaware corporation (the "Borrower"), Brock Holdings II, Inc., a Delaware corporation ("Holdings"), the Subsidiary Loan Parties (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement dated as of March 16, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, Steeplejack Industrial Group Inc., a corporation incorporated under the laws of Alberta, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Parties hereto are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all the following assets and properties that are included in the Article 9 Collateral as defined in the Collateral Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the

Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule A (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks;

all other assets, rights and interests that uniquely reflect or embody such goodwill;

all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

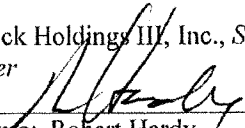
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROCK ENTERPRISES, LLC

as Grantor

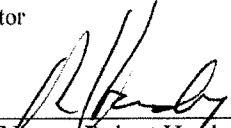
by Brock Holdings III, Inc., *Sole*
Member


Name: Robert Hardy
Title: Chief Financial Officer

BROCK HOLDINGS III, INC.,

as Grantor

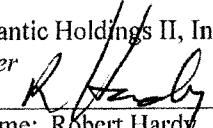
by


Name: Robert Hardy
Title: Chief Financial Officer


ATLANTIC SCAFFOLDING COMPANY,
LLC

as Grantor

by Atlantic Holdings II, Inc., *Sole*
Member


Name: Robert Hardy
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

By: 
Name: **AIZED A. RABBANI**
Title: **VICE PRESIDENT**

SCHEDULE A

Entity	Trademark	Federally Registered	Registration Number
Brock Enterprises, Inc. (n/k/a Brock Enterprises, LLC)	"BROCK"	Yes	2,284,672
Brock Holdings III, Inc.	"XPS 60"	Yes	3,625,584
Atlantic Scaffolding Company, LLC	"Atlantic Scaffolding Company"	Yes	2,440,398
Atlantic Scaffolding Company, LLC	Triangular designed service mark registration	Yes	2,393,495

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