

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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:

36774

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

03/29/2011

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BROCK ENTERPRISES, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) TEXAS, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MARCH 16, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

JPMORGAN CHASE BANK, N.A., AS

Name: ADMINISTRATIVE AGENT

Internal Address: _____

Street Address: 270 PARK AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10017

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No. (s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

MARCH 25, 2011

Date

ERIC SPIERER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

**OTHER CONVEYING PARTIES TO THE TRADEMARK SECURITY
AGREEMENT**

BROCK HOLDINGS III, INC., A DELAWARE CORPORATION

ATLANTIC SCAFFOLDING COMPANY, LLC, A DELAWARE LIMITED
LIABILITY COMPANY

SECOND 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 Second Lien Collateral and Guarantee 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 Second 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, 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.

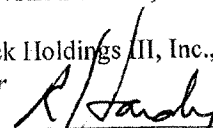
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second 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

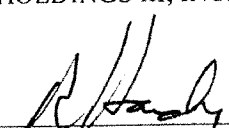
by Brock Holdings III, Inc., *Sole*
Member


Name: Robert Hardy
Title: Chief Financial Officer

BROCK HOLDINGS III, INC.,

as Grantor

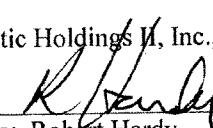
by


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

[Signature Page to Second Lien Trademark Security Agreement]

[[3271913]]

TRADEMARK
REEL: 004510 FRAME: 0436

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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