TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brand Services, LLC		03/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co., LLC (First Lien)
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3340535	ALUMA SYSTEMS
Registration Number:	4033844	BRAND

OP $65.00 3340535

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F138435
NAME OF SUBMITTER:	Joshua D. Hendricks

Signature:	/Joshua D. Hendricks/
Date:	03/16/2012

Total Attachments: 7
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Schedule A
to the First Lien First Supplemental Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

Registered Trademark	Owner	Registration Number	Date of Registration
ALUMA SYSTEMS and Design	Brand Services, LLC	3340535	11/20/07
BRAND	Brand Services, LLC	4033844	10/4/11

EXECUTION VERSION

FIRST LIEN AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This First Lien After-Acquired Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien First Supplemental Trademark Security Agreement**") dated March 16, 2012 is made by Brand Services, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of Morgan Stanley & Co. LLC (f/k/a Morgan Stanley & Co. Incorporated), as collateral agent (the "**Collateral Agent**") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, the First Lien Credit Agreement was entered into as of February 7, 2007 as amended November 15, 2007 (as further amended, restated, supplemented, waived or otherwise modified from time to time, the "**Credit Agreement**") among FR Brand Holdings Corp., a Delaware corporation ("**Holdings**"), Brand Energy & Infrastructure Services, Inc. (f/k/a FR Brand Acquisition Corp.), a Delaware corporation (the "**Company**"), the lenders party thereto from time to time (the "**Lenders**"), Morgan Stanley Senior Funding, Inc. ("**Morgan Stanley**"), as Administrative Agent, the Collateral Agent, Credit Suisse Securities (USA) LLC ("**Credit Suisse**"), as Syndication Agent, Morgan Stanley and Credit Suisse, as Joint Lead Arrangers and Joint Book Managers, and Natexis Banques Populaires and General Electric Capital Corporation, as Co-Documentation Agents.

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor has executed and delivered Supplement No. 4 dated as of March 16, 2012 to that certain Guarantee and Collateral Agreement dated February 7, 2007 made by the Holdings, the Company, the Grantor and certain of their subsidiaries to the Collateral Agent (as supplemented by Supplement No. 4 dated as of March 16, 2012, Supplement No. 3 dated as of November 15, 2007, Supplement No. 2 dated as of November 15, 2007 and Supplement No. 1 dated as of November 15, 2007 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, each Trademark of the Grantor now

TRADEMARK
REEL: 004738 FRAME: 0448

held or hereafter acquired, and has agreed as a condition thereof to execute this First Lien First Supplemental Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

WHEREAS, the First Lien Trademark Security Agreement, dated as of February 7, 2007, among the Grantor and the Collateral Agent, was recorded against certain United States Trademarks at Reel/Frame No. 003486/0315.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. *Grant of Security*. The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following property (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 acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. *Security for Obligations*. The grant of continuing security interest in the Trademark Collateral by each Grantor under this First Lien First Supplemental Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. *Recordation.* The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this First Lien First Supplemental Trademark Security Agreement.

Section 4. *Execution in Counterparts.* This First Lien First Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Grants, Rights and Remedies.* This First Lien First Supplemental Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. *GOVERNING LAW.* THIS FIRST LIEN FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

BRAND SERVICES, LLC

By: _____

Name: James R. Billingsley

Title: Vice President

[Signature Page to the First Lien First Supplemental Trademark Security Agreement]

STATE OF GEORGIA)
) ss.:
COUNTY OF COBB)

I, Kim L. Blankenship, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James R. Billingsley, Vice President of Brand Services, LLC (the "**Company**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 16th day of March, 2012.

[Seal]

Kim L. Blankenship
NOTARY
EXPIRES
GEORGIA
APRIL 24, 2012
PUBLIC
Cobb County

Signature of notary public
My Commission expires April 24, 2012

MORGAN STANLEY & CO. LLC (f/k/a
MORGAN STANLEY & CO.
INCORPORATED), as Collateral Agent

By: _____
Name: Stephen B. King
Title: Executive Director

[Signature Page to the First Lien First Supplemental Trademark Security Agreement]