

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment & Assumption Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co. LLC		10/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard, 6th Floor
Internal Address:	Attn: Banking Products Services Agency
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: CONNECTICUT

<b>PROPERTY NUMBERS Total: 12</b>		
Property Type	Number	Word Mark
Registration Number:	2077847	ALUMA SURE LOCK
Registration Number:	3340535	ALUMA SYSTEMS
Registration Number:	3061631	ALUMA-DEK
Registration Number:	1356223	ALUMACS
Registration Number:	1815144	BRAND
Registration Number:	4033844	BRAND
Registration Number:	2707666	BRANDBLOC
Registration Number:	2800144	BRANDEZ
Registration Number:	2668926	BRANDNET
Registration Number:	2663042	BRANDPLAN
Registration Number:	3142524	HI-FLYER
Registration Number:	3087888	PROFIELD

OP \$315.00 2077847

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141864
NAME OF SUBMITTER:	Katherine Stewart
Signature:	/Katherine Stewart/
Date:	10/24/2012
Total Attachments: 5 source=A&A.Trademarks#page2.tif source=A&A.Trademarks#page3.tif source=A&A.Trademarks#page4.tif source=A&A.Trademarks#page5.tif source=A&A.Trademarks#page6.tif	

### Schedule A

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
ALUMA SURE LOCK	2077847	7/8/97	Brand Services, LLC
ALUMA SYSTEMS and Design	3340535	11/20/07	Brand Services, LLC
ALUMA-DEK	3061631	2/28/06	Brand Services, LLC
ALUMACS	1356223	8/27/85	Brand Services, LLC
BRAND	1815144	1/4/94	Brand Services, LLC
BRAND	4033844	10/4/11	Brand Services, LLC
BRANDBLOC	2707666	4/15/03	Brand Services, LLC
BRANDEZ	2800144	12/30/03	Brand Services, LLC
BRANDNET	2668926	12/31/02	Brand Services, LLC
BRANDPLAN	2663042	12/17/02	Brand Services, LLC
HI-FLYER	3142524	9/12/06	Brand Services, LLC
PROFIELD	3087888	5/2/06	Brand Services, LLC

## ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of October 23, 2012, (this “**Assignment and Assumption**”) is made by Morgan Stanley & Co. LLC (f/k/a Morgan Stanley & Co. Incorporated) (“**Morgan Stanley**”) and UBS AG, Stamford Branch (“**UBS**”).

WHEREAS, reference is made to (i) that certain Guarantee and Collateral Agreement dated as of February 7, 2007 (as amended, supplemented or otherwise modified from time to time, the “**First Lien Guarantee and Collateral Agreement**”; unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meanings given therein) made by each of the signatories thereto other than Morgan Stanley (collectively, the “**First Lien Grantors**”), in favor of Morgan Stanley, in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the “**First Lien Collateral Agent**”), and (ii) that certain Second Lien Guarantee and Collateral Agreement dated as of February 7, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Second Lien Guarantee and Collateral Agreement**”) made by each of the signatories thereto other than Morgan Stanley (collectively, the “**Second Lien Grantors**” and, together with the First Lien Grantors, the “**Grantors**”), in favor of Morgan Stanley, in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the “**Second Lien Collateral Agent**” and, together with the First Lien Collateral Agent, the “**Collateral Agent**”);

WHEREAS, reference is also made to the First Lien Patent Security Agreement dated February 7, 2007 (as supplemented by the First Lien First Supplemental Patent Security Agreement dated March 16, 2012), the Second Lien Patent Security Agreement, dated as of February 7, 2007 (as supplemented by the Second Lien First Supplemental Patent Security Agreement dated March 16, 2012), the First Lien Trademark Security Agreement, dated as of February 7, 2007 (as supplemented by the First Lien First Supplemental Trademark Security Agreement dated March 16, 2012), and the Second Lien Trademark Security Agreement, dated as of February 7, 2007 (as supplemented by the Second Lien First Supplemental Trademark Security Agreement dated March 16, 2012) (as the foregoing may be further supplemented, amended or otherwise modified from time to time, the “**Intellectual Property Security Agreements**”), by and among the Grantors and the Collateral Agent;

WHEREAS, pursuant to the Intellectual Property Security Agreements recorded with the U.S. Patent and Trademark Office on February 7, 2007 at Reel/Frame Nos. 018917/0983, 018961/0168, 003486/0315, and 003493/0737, and on March 16, 2012 at Reel/Frame Nos. 027881/0784, 027882/0110, 4738/0445 and 4738/0460, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and Trademarks, including all

goodwill associated with such patents and trademarks, and proceeds of any and all of the foregoing, listed in Schedules A and B, respectively;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Morgan Stanley hereby irrevocably, absolutely and unconditionally assigns to UBS without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in (i) the First Lien Credit Agreement 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 “**First Lien Credit Agreement**”) among FR Brand Holdings Corp., a Delaware corporation (“**Holdings**”), Brand Energy & Infrastructure Services, Inc., a Delaware corporation (the “**Company**”), the lenders party thereto from time to time, Morgan Stanley Senior Funding, Inc. (“**MS**”), as Administrative Agent, the Collateral Agent, Credit Suisse Securities (USA) LLC (“**Credit Suisse**”), as Syndication Agent, MS and Credit Suisse, as Joint Lead Arrangers and Joint Book Managers, and Natexis Banques Populaires and General Electric Capital Corporation, as Co-Documentation Agents, and (ii) the Second Lien Term Loan Agreement 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 “**Second Lien Credit Agreement**”) among Holdings, the Company, Aluma Systems Inc., a corporation organized and existing under the laws of Alberta, the lenders party thereto from time to time, MS, as Administrative Agent, the Collateral Agent, Credit Suisse, as Syndication Agent, MS and Credit Suisse, as Joint Lead Arrangers and Joint Book Managers, and Natexis Banques Populaires and General Electric Capital Corporation, as Co-Documentation Agents, and UBS hereby assumes from Morgan Stanley, the interest in and to Morgan Stanley’s rights and obligations under the Intellectual Property Security Agreements (the “**Assigned Interest**”), as of the Effective Date (as defined below).


The effective date of this Assignment and Assumption shall be the date of execution by all parties (the “**Effective Date**”).

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

MORGAN STANLEY & CO. LLC.,  
as assignor

By:   
Name: *Stephen B. Kelly*  
Title: *Executive Director*

*[Signature Page to Assignment and Assumption]*


TRADEMARK

REEL: 004887 FRAME: 0079

Accepted:

UBS AG, STAMFORD BRANCH,  
as assignee

By:  \_\_\_\_\_  
Name: Irja R. Otsa  
Title: Associate Director  
Banking Products  
Services, US

By:  \_\_\_\_\_  
Name: Joselin Fernandes  
Title: Associate Director  
Banking Products Services, US

*[Signature Page to Assignment and Assumption]*