

Assignment

Page 1 of 3

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brand Services, LLC		11/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	1815144	BRAND	
Registration Number:	2668926	BRANDNET	
Registration Number:	2663042	BRANDPLAN	
Registration Number:	2800144	BRANDEZ	
Registration Number:	2077847	ALUMA SURE LOCK	
Registration Number:	3340535	ALUMA SYSTEMS	
Registration Number:	1356223	ALUMACS	
Registration Number:	3061631	ALUMA-DEK	
Registration Number:	3142524	HI-FLYER	

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Registration Number:	4033844	BRAND
Registration Number:	880742	20K
Registration Number:	1203367	20KA
Registration Number:	1082272	CUPLOK
Registration Number:	2275755	GASS
Registration Number:	2713863	LOGIK
Registration Number:	924571	MOD-U-FORM
Registration Number:	3116018	PATENT
Registration Number:	3403255	PATENT
Registration Number:	1900106	PATENT CONSTRUCTION SYSTEMS
Registration Number:	3403256	PPATENT
Registration Number:	2064302	PRO 1000
Registration Number:	2007339	PRO 1000
Registration Number:	1271507	QES
Registration Number:	1383015	QES
Registration Number:	1380063	QES
Registration Number:	1383970	QES QUICK ERECT SCAFFOLD
Registration Number:	1324044	QES QUICK ERECT SCAFFOLD
Registration Number:	2117101	SCAFFOLD TRACKER
Registration Number:	2867359	SCAFFOLD TRACKER PROJECT PROFESSIONAL
Registration Number:	823865	SGB
Registration Number:	2115101	SPRINT
Registration Number:	1460601	STUDFORM
Registration Number:	2282046	SUREDECK
Registration Number:	561559	TROUBLE SAVER
Registration Number:	1280484	TUBELOX
Serial Number:	86032202	PRO COAT ATMOSPHERIC COATINGS SURVEYS PR
Serial Number:	86032233	PRO SERVICES PROGRAM RELIABILITY OPTIMIZ
Serial Number:	86032264	PRO THERM ENERGY CONSERVATION STUDIES MA

Assignment

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Fax Number: 2129096836
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Judith L. Church, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1420
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NAME OF SUBMITTER:	Judith L. Church
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Signature:	/Judith L.Church/
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Date:	12/10/2013
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Total Attachments: 7

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source=Grant interest in TM_Brand Services#page7.tif

RECEIPT INFORMATION

ETAS ID: TM288878
Receipt Date: 12/10/2013
Fee Amount: \$990

900274124 12/10/2013**TRADEMARK ASSIGNMENT**

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Registration Number:	3142524	HI-FLYER	
Registration Number:	4033844	BRAND	
Registration Number:	880742	20K	
Registration Number:	1203367	2OKA	
Registration Number:	1082272	CUPLOK	
Registration Number:	4266262	EXTRAGUARD	
		TRADEMARK	

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 26, 2013, made by BRAND SERVICES, LLC, a Delaware limited liability company having a principal place of business at 1325 Cobb International Drive, Kennesaw, GA 30152 (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation having a principal place of business at 1585 Broadway, New York, NY 10036 (the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Brand Energy & Infrastructure Services, Inc., a Delaware corporation (as successor by merger to Bullseye MergerSub, Inc., the "Borrower"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans and the Initial Revolving Loans (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Borrower, Holdings, and certain Domestic Subsidiaries of Borrower other than Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

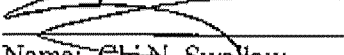
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

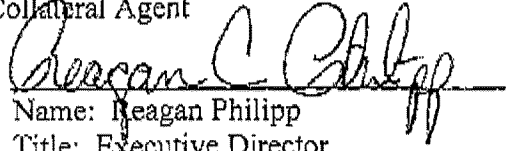
BRAND SERVICES, LLC,
as Grantor

By: 
Name: Chi N. Swallow
Title: Vice President and Treasurer

[SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS - BRAND SERVICES, LLC]

TRADEMARK
REEL: 005186 FRAME: 0499

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Collateral Agent




By: 
Name: Reagan Philipp
Title: Executive Director


[NOTICE AND CONFIRMATION—SECURITY INTEREST IN TRADEMARKS (BRAND SERVICES)]

TRADEMARK
REEL: 005186 FRAME: 0500

SCHEDULE ITRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Brand Services, LLC	BRAND	1815144	7/6/92	1/4/94
Brand Services, LLC	BRANDNET	2668926	3/6/02	12/31/02
Brand Services, LLC	BRANDPLAN	2663042	3/6/02	12/17/02
Brand Services, LLC	BRANDEZ	2800144	2/25/03	12/30/03
Brand Services, LLC	ALUMA SURE LOCK	2077847	8/31/94	7/8/97
Brand Services, LLC	ALUMA SYSTEMS and Design	3340535	5/4/05	11/20/07
Brand Services, LLC	ALUMACS	1356223	3/9/82	8/27/85
Brand Services, LLC	ALUMA-DEK	3061631	5/12/04	2/28/06
Brand Services, LLC	HI-FLYER	3142524	10/25/02	9/12/06
Brand Services, LLC	BRAND	4033844	9/23/10	10/4/11
Brand Services, LLC	PRO COAT ATMOSPHERIC COATINGS SURVEY PROGRAMS & Design	(86032202)	8/8/13	N/A
Brand Services, LLC	PRO SERVICES PROGRAM RELIABILITY OPTIMIZATION & Design	(86032233)	8/8/13	N/A
Brand Services, LLC	PRO THERM ENERGY CONSERVATION STUDIES MANAGEMENT & Design	(86032264)	8/8/13	N/A
Brand Services, LLC	20K	880742	11/26/68	11/18/69
Brand Services, LLC	20KA	1203367	5/4/81	8/3/82

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Brand Services, LLC	CUPLOK	1082272	6/1/77	1/17/78
Brand Services, LLC	EXTRAGUARD	4266262	8/12/11	1/1/13
Brand Services, LLC	GASS	2275755	4/6/98	9/7/99
Brand Services, LLC	LOGIK	2713863	12/20/99	5/6/03
Brand Services, LLC	MOD-U-FORM	924571	12/11/69	11/30/71
Brand Services, LLC	PATENT	3116018	6/2/04	7/18/06
Brand Services, LLC	PATENT (Stylized) 	3403255	1/16/06	3/25/08
Brand Services, LLC	PATENT CONSTRUCTION SYSTEMS	1900106	11/1/93	6/13/95
Brand Services, LLC	PPATENT (stylized) 	3403256	1/16/06	3/25/08
Brand Services, LLC	PRO 1000	2064302	12/3/93	5/27/97
Brand Services, LLC	PRO 1000	2007339	11/17/93	10/15/96
Brand Services, LLC	QES	1271507	7/26/82	3/27/84
Brand Services, LLC	QES	1383015	7/10/85	2/18/86
Brand Services, LLC	QES & Design 	1380063	6/24/85	1/28/86
Brand Services, LLC	QES QUICK ERECT SCAFFOLD	1383970	6/24/85	2/25/86
Brand Services, LLC	QES QUICK ERECT SCAFFOLD & Design	1324044	10/25/83	3/12/85

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
				
Brand Services, LLC	SCAFFOLD TRACKER	2117101	8/16/96	11/25/97
Brand Services, LLC	SCAFFOLD TRACKER PROJECT PROFESSIONAL	2867359	5/15/02	7/27/04
Brand Services, LLC	SGB	823865	11/22/65	2/14/67
Brand Services, LLC	SPRINT	2115101	11/28/95	11/25/97
Brand Services, LLC	STUDFORM	1460601	10/12/82	10/13/87
Brand Services, LLC	SUREDECK	2282046	9/17/97	9/28/99
Brand Services, LLC	TROUBLE SAVER	561559	5/28/51	7/15/52
Brand Services, LLC	TUBELOX	1280484	9/14/82	6/5/84

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as Grantor

By: 

Name: Chi N. Swallow

Title: Vice President and Treasurer

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TRADEMARK
REEL: 005186 FRAME: 0506

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Collateral Agent

By:





Name: Reagan Philipp
Title: Executive Director

[NOTICE AND CONFIRMATION - SECURITY INTEREST IN TRADEMARKS (BRAND SERVICES)]

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REEL: 005186 FRAME: 0507

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