

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TNT CRANE & RIGGING, INC.		11/27/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	BANK: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3475904	TSD CRANE & RIGGING	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	ZHENG BAO		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	35611/22		
NAME OF SUBMITTER:	ZHENG BAO		
Signature:	/ZHENG BAO/		

Date:

01/13/2014

Total Attachments: 5

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This SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of November 27, 2013, (this “**Agreement**”), is made by and among each of the undersigned grantors (the “**Grantors**” and each a “**Grantor**”), and GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that certain Second Lien Security Agreement, dated as of November 27, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR TNT Holdings Corp. and FR TNT Holdings II Corp, each a Delaware corporation (the “**Parents**”), New Rocky Merger Sub II Corp., a Delaware corporation (to be merged with and into North American Lifting Holdings, Inc., a Delaware corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent; and (b) that certain Second Lien Credit Agreement, dated as of November 27, 2013 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parents, the other Guarantors from time to time party thereto, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is 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 Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security 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, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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 or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (*provided* that no security interest shall be granted in United States 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 applications under applicable federal law) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Short Form Security Agreement to be executed and delivered as of the date Second set forth above.

The Grantor:

**TNT CRANE & RIGGING, INC.,
as a Grantor**

By: Deana Haygood
Name: Deana Haygood
Title: Chief Financial Officer

Signature Page to the
Second Lien Trademark Agreement

FR TNT Holdings / NAHL, LLC

TRADEMARK
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GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:

Title:

Robert Ehudin
Authorized Signatory

Signature Page to the
Second Lien Trademark Agreement

FR TNT Holdings / NAHL LLC

TRADEMARK
REEL: 005191 FRAME: 0429

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
TSD CRANE & RIGGING	United States	TNT Crane & Rigging, Inc.	3,475,904