TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bishop Lifting Products, Inc.		03/27/2014	CORPORATION: DELAWARE
Hampton Rubber Company		03/27/2014	CORPORATION: VERMONT
National Hose Acquisition Corporation		03/27/2014	CORPORATION: MARYLAND
Delta Rigging & Tools, Inc.		03/27/2014	CORPORATION: DELAWARE
T & J Enterprises, L.L.C.		03/27/2014	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard, 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78979402	SINGER EQUITIES
Serial Number:	85256725	VIKING
Serial Number:	78489667	TRS
Serial Number:	85634740	B
Serial Number:	85634763	BISHOP LIFTING PRODUCTS, INC.
Serial Number:	85634772	LIFTMAX
Serial Number:	85634755	MAXIRIDER
Serial Number:	85691719	B
Serial Number:	85691723	BISHOP LIFTING PRODUCTS, INC.
Serial Number:	86148234	PIPELINER PLUS
Serial Number:	86148768	FLEXI-GRIP
Serial Number:	86199643	TUFFY
Serial Number:	86209554	TUFFY
Serial Number:	86200143	TUFFY PRODUCTS
Serial Number:	86200217	DELTA RIGGING & TOOLS

CH $465.00 78979402

Property Type	Number	Word Mark
Serial Number:	86200259	DELTA RIGGING & TOOLS
Serial Number:	76418607	MORGAN CITY RENTALS
Serial Number:	77873140	T & J SYNTHETICS

CORRESPONDENCE DATA

Fax Number: 2123037064

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

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78442.00104 (ABL)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/27/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "***IP Security Agreement***") dated as of March 27, is among the Persons listed on the signature pages hereof (collectively, the "***Grantors***") and UBS AG, Stamford Branch, as Administrative Agent and as Collateral Agent (together with any successor Collateral Agent, the "***Collateral Agent***") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SEI Holding I Corporation, a Delaware corporation, Bishop Lifting Products, Inc., a Delaware corporation, Singer Equities, Inc., a Virginia corporation, Hampton Rubber Company, a Virginia corporation, the other borrowers from time to time party thereto, BLP Parent Corporation, a Delaware corporation and SEI Holding Corporation, a Delaware corporation have entered into an ABL Credit Agreement dated as of March 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with each Lender from time to time party thereto, and UBS AG, Stamford Branch, as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extension by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of March 27, 2014 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "***Collateral***"):

(i) its patents and patent applications including those set forth in Schedule A hereto;

(ii) its trademark and service mark registrations and applications including those set forth in Schedule B hereto (provided that no security interest

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shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) its copyright registrations including those set forth in Schedule C hereto;

(iv) its agreements granting any exclusive right to the Grantor in or to any registered copyright including those set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or 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, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

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SECTION 2. Security for ABL Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all ABL Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing ABL Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP 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 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrowers at the Borrower Agent's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor(s):

BISHOP LIFTING PRODUCTS, INC., a Delaware corporation

By:_____
Name: George Dappert
Title: Vice President and Assistant Secretary

HAMPTON RUBBER COMPANY, a Virginia corporation

By:_____
Name: George Dappert
Title: Vice President, Treasurer and Assistant Secretary

NATIONAL HOSE ACQUISITION CORPORATION, a Maryland corporation

By: _____
Name: George Dappert
Title: Vice President, Treasurer and Assistant Secretary

DELTA RIGGING & TOOLS, INC., a Delaware corporation

By: _____
Name: George Dappert
Title: Vice President and Assistant Secretary

T & J ENTERPRISES, L.L.C., a Louisiana limited liability company

By: _____
Name: George Dappert
Title: Vice President and Assistant Secretary

[Signature Page to the ABL Intellectual Property Security Agreement]

Collateral Agent:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

By:
Name: Jennifer Anderson
Title: Associate Director

[Signature Page to the ABL Intellectual Property Security Agreement]

Schedule A to the
ABL Intellectual Property Security Agreement

Patents and Patent Applications

None.

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Schedule B to the
ABL Intellectual Property Security Agreement

Trademark and Service Mark Registrations and Applications

Grantor/Owner	Trademark	Country	Filing Date	Serial No.	Registration Date	Registration No.
Hampton Rubber Company	SINGER EQUITIES	U.S.	February 22, 2006	78979402	January 15, 2008	3370943
Hampton Rubber Company	VIKING	U.S.	March 3, 2011	85256725	December 13, 2011	4071991
National Hose Acquisition Corporation	TRS	US	September 26, 2004	78489667	May 20, 2008	3432611
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	B	U.S.	May 24, 2012	85634740	April 30, 2013	4327153
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	BISHOP LIFTING PRODUCTS, INC.	U.S.	May 24, 2012	85634763	April 23, 2013	4323273
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	LIFTMAX	U.S.	May 24, 2012	85634772	January 22, 2013	4278982
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	MAXIRIDER	U.S.	May 24, 2012	85634755	January 8, 2013	4272275
Bishop Lifting Products, Inc.	B	U.S.	July 31, 2012	85691719	April 30, 2013	4327418
Bishop Lifting Products, Inc.	BISHOP LIFTING PRODUCTS, INC.	U.S.	July 31, 2012	85691723	April 23, 2013	4323456
Delta Rigging & Tools, Inc.	PIPELINER PLUS	US	December 19, 2013	86148234	N/A	N/A
Delta Rigging & Tools, Inc.	FLEXI-GRIP	US	December 19, 2013	86148768	N/A	N/A
Delta Rigging & Tools, Inc.	TUFFY	US	February 20, 2014	86199643	N/A	N/A

Grantor/Owner	Trademark	Country	Filing Date	Serial No.	Registration Date	Registration No.
Delta Rigging & Tools, Inc.	TUFFY	US	March 3, 2014	86209554	N/A	N/A
Delta Rigging & Tools, Inc.	TUFFY PRODUCTS	US	February 21, 2014	86200143	N/A	N/A
Delta Rigging & Tools, Inc.	DELTA RIGGING & TOOLS	US	February 21, 2014	86200217	N/A	N/A
Delta Rigging & Tools, Inc.	DELTA RIGGING & TOOLS	US	February 21, 2014	86200259	N/A	N/A
T & J Enterprises, L.L.C.	MORGAN CITY RENTALS	US	June 7, 2002	76418607	June 24, 2003	2728885
T & J Enterprises, L.L.C.	T&J SYNTHETICS	US	November 16, 2009	77873140	December 7, 2010	3887777

Schedule C to the
ABL Intellectual Property Security Agreement

Copyright Registrations

None.

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Schedule D to the
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Agreements Granting Any Exclusive Right in or to any Registered Copyright

None.

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