

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&N Communications, Inc.		09/25/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86686932	WE'VE GOT THIS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1346		
NAME OF SUBMITTER:	Scott Kareff (014951-1346)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	09/29/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 25th day of September 2015, by the Grantor listed on the signature pages hereof (the "Grantor"), and CERBERUS BUSINESS FINANCE, LLC, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of September 5, 2012, as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of September 19, 2012, as further amended by that certain Second Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of February, 13, 2013, as further amended by that certain Third Amendment to the Revolving Credit, Term Loan and Security Agreement, dated as of October 4, 2013, as further amended by that certain Fourth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of February 24, 2014, as further amended by that certain Fifth Amendment to the Revolving Credit, Term Loan and Security Agreement, dated as of March 26, 2014, as further amended by that certain Sixth Amendment to the Revolving Credit, Term Loan and Security Agreement, dated as of July 9, 2014, as further amended by that certain Seventh Amendment, dated as of October 17, 2014, as further amended by that certain Eighth Amendment, dated as of April 29, 2015, as further amended by that certain Ninth Amendment, dated as of the date hereof (as may be further amended, restated or otherwise modified, the "Credit Agreement"), by and among S&N Communications Intermediate Holding Corp., a Delaware corporation (the "Intermediate Parent"), S&N Communications, Inc., a corporation formed under the laws of the State of North Carolina ("S&N"), N&S Construction, Inc., a corporation formed under the laws of State of North Carolina ("NS"), S&N Locating Services, LLC, a limited liability company organized under the laws of the State of North Carolina ("Locating"), S&N Utility Services LLC, a limited liability company organized under the laws of the State of North Carolina ("Utility") and Stake Center Locating, Inc., a corporation formed under the State of Utah ("Stake"), Tower 16, Inc., a Maryland corporation ("Tower 16"), and SCE, LLC, a Virginia limited liability company ("SCE" and collectively with Intermediate Parent, S&N, NS, Locating, Utility, Stake, Tower 16, and with each other Person joined as a "Borrower", pursuant to Section 7.12 of the Credit Agreement, and all of their respective permitted successors and assigns, each a "Borrower" and collectively, the "Borrowers"), Cerberus Business Finance, LLC and the financial institutions which are now or which hereafter become a party to the Credit Agreement (collectively, the "Lenders" and individually a "Lender") and the Agent, the Lenders agreed to make loans pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (to the extent constituting Collateral), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

Notwithstanding the foregoing, no Lien on or security interest shall be granted or shall be deemed granted in any "intent to use" trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §1051(a).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. No failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement, the Credit Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement, the Credit Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement, the Credit Agreement or any Other Document refer to this Trademark Security Agreement, the Credit Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, the Credit Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement, the Credit Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in the Credit Agreement or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

S&N COMMUNICATIONS, INC.

By: 
Name: Ron Smith
Title: Chief Financial Officer & Treasurer

ACCEPTED AND
ACKNOWLEDGED BY:

Cerberus Business Finance LLC,
as Agent

By: _____

Name: Daniel E. Wolf

Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Current Owner of Record	Mark	Serial No./ Filing Date	Class/es	Status
S&N COMMUNICATIONS, INC.	WE'VE GOT THIS	86686932 7/8/2015	37,42	PENDING