

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368550

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All-American Scaffold, LLC		12/30/2015	LIMITED LIABILITY COMPANY: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	100 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3049589	ALL AMERICAN SCAFFOLD, INC.	
<b>Registration Number:</b>	3212231	ALL AMERICAN SCAFFOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Susan O'Brien		
<b>Address Line 1:</b>	187 Wolf Road, Suite 101		
<b>Address Line 2:</b>	CT Lien Solutions		
<b>Address Line 4:</b>	Albany, NEW YORK 12205		
<b>NAME OF SUBMITTER:</b>	Susan O'Brien		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	01/08/2016		
<b>Total Attachments: 7</b>			
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

All-American Scaffold, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: IA

Execution Date(s) December 30, 2015

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association, as Agent

Internal Address:

Street Address: 100 Park Avenue, 14<sup>th</sup> Floor

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved: 2**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

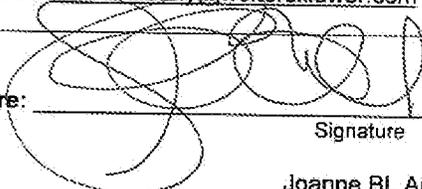
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name:

**9. Signature:**



Signature

Joanne BL Arnold  
Name of Person Signing

January 8, 2016

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 30, 2015 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor of Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, reference is made to that certain Amended and Restated Loan and Security Agreement dated as of January 16, 2013 by and among Safway Group Holding LLC, a Delaware limited liability company ("Administrative Borrower"), the Subsidiaries of Administrative Borrower that constitute additional Borrowers from time to time party thereto (together with Administrative Borrower, the "Borrowers"), Badger Holding LLC, a Delaware limited liability company (f/k/a OIP Holding LLC, "Parent"), and the Subsidiaries of Administrative Borrower that constitute additional Guarantors from time to time party thereto (together with Parent, the "Guarantors"; the Borrowers together with the Guarantors, the "Loan Parties") (as amended by that certain Amendment No. 1 and Consent to Amended and Restated Loan and Security Agreement, dated April 12, 2013, that certain Amendment No. 2 and Consent to Amended and Restated Loan and Security Agreement, dated May 1, 2013, that certain Amendment No. 3 to Amended and Restated Loan and Security Agreement, dated April 21, 2014, and that certain Amendment No. 4 to Amended and Restated Loan and Security Agreement, dated August 27, 2015 and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan and Security Agreement"), pursuant to which the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, and pursuant to which each of the Loan Parties assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in Collateral (as defined therein);

**WHEREAS**, pursuant to the Loan and Security Agreement, the Grantor agrees to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Agent as follows:

**SECTION 1. Defined Terms.** Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants, pledges, assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire

any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all products and proceeds (as such term is defined in the Code) of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security for Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

**SECTION 4. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Loan and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

**SECTION 5. Governing Law.**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

**SECTION 6. Counterparts.**

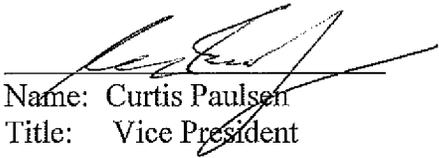
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

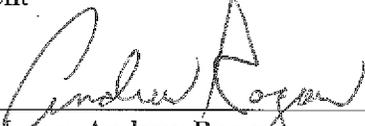
**ALL-AMERICAN SCAFFOLD, LLC**  
**as Grantor**

By: \_\_\_\_\_

  
Name: Curtis Paulsen  
Title: Vice President

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Andrew Rogow  
Title: Vice President

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
All American Scaffold, Inc.	78482706	09/13/2004	3049589	01/24/2006
<b>ALL-AMERICAN SCAFFOLD</b> 	78482729	09/13/2004	3212231	02/27/2007