

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		07/19/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	UBS AG., STAMFORD BRANCH		
Street Address:	600 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2284672	BROCK	
Registration Number:	3625584	XPS 60	
Registration Number:	2440398	ATLANTIC SCAFFOLDING COMPANY	
Registration Number:	2393495		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	07/20/2016		
Total Attachments: 5			
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**ASSIGNMENT AND ASSUMPTION
OF SECURITY INTEREST IN TRADEMARKS**

THIS ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS (this "Assignment"), is dated as of July 19, 2016, and made by **JPMORGAN CHASE BANK, N.A.**, ("JPMCB") in its capacity as resigning administrative agent under the Second Lien Collateral Agreement and Second Lien Trademark Security Agreement (each as defined below) (in such a capacity, the "Resigning Administrative Agent"), to **UBS AG, STAMFORD BRANCH**, as successor Administrative Agent under the Second Lien Collateral Agreement and Second Lien Trademark Security Agreement (each as defined below) (the "Successor Administrative Agent").

WHEREAS, pursuant to that certain (i) Second Lien Collateral and Guarantee Agreement, dated as of March 16, 2011, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Brock Holdings III, Inc., a Delaware corporation (the "Borrower"), Brock Holdings II, Inc., a Delaware corporation, the Subsidiary Loan Parties (as identified therein) and JPMCB as administrative agent and (ii) Second Lien Trademark Security Agreement, dated as of March 16, 2011, made by the Borrower, Brock Enterprises, LLC, a Texas limited liability company, and Atlantic Scaffolding Company, LLC, a Delaware limited liability company, as grantors (the "Grantors"), and JPMCB as administrative agent (the "Second Lien Trademark Security Agreement"), a security interest was granted to the Resigning Administrative Agent in certain collateral, including the Trademark Collateral (as defined in the Second Lien Trademark Security Agreement);

WHEREAS, the Second Lien Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 29, 2011, at Reel 4510 and Frame 0430 and, until now, JPMCB has remained the secured party of record with the Trademark Division of the United States Patent and Trademark Office;

WHEREAS, pursuant to the Resignation and Appointment Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Successor Agent Agreement"), among the Borrower, the Resigning Administrative Agent and the Successor Administrative Agent, the Resigning Agent has assigned all its right, title and interest in the Trademark Collateral to the Successor Agent; and

WHEREAS, the Resigning Administrative Agent and the Successor Administrative Agent wish to evidence such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, each of the Resigning Administrative Agent and the Successor Administrative Agent agree as follows:

1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Second Lien Trademark Security Agreement. For the avoidance of doubt, the "Trademark Collateral" shall include the trademarks listed on Schedule A.

2. Assignment and Assumption of Security Interest. The Resigning Administrative Agent hereby confirms the assignment and transfer unto the Successor Administrative Agent pursuant to the Successor Agent Agreement of the Resigning Administrative Agent's rights, title and interest in and to the Trademark Collateral under the Second Lien Collateral Agreement and the Second Lien Trademark Security Agreement.

3. Further Assurances. Each of the Resigning Administrative Agent and the Successor Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of a counterpart via facsimile or other electronic means shall constitute delivery of an original hereunder.

6. Headings. Section headings used in this Assignment are for convenience only and shall not affect the interpretation of any of the provisions hereof.

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RESIGNING ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Robert D. Bryant
Title: Executive Director

SUCCESSOR ADMINISTRATIVE AGENT:

UBS AG, STAMFORD BRANCH

By: _____
Name: _____
Title: _____

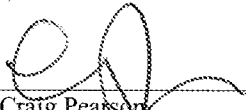
RESIGNING ADMINISTRATIVE AGENT:


JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

SUCCESSOR ADMINISTRATIVE AGENT:

UBS AG, STAMFORD BRANCH

By:  _____
Name: Craig Pearson
Title: Associate Director

By:  _____
Name: Darlene Arias
Title: Director

Schedule A

<u>Entity</u>	<u>Trademark</u>	<u>Federally Registered</u>	<u>Registration Number</u>
Brock Enterprises, Inc. (n/k/a Brock Enterprises, LLC)	"BROCK"	Yes	2,284,672
Brock Holdings III, Inc.	"XPS 60"	Yes	3,625,584
Atlantic Scaffolding Company, LLC (n/k/a Brock Services, LLC)	"Atlantic Scaffolding Company"	Yes	2,440,398
Atlantic Scaffolding Company, LLC (n/k/a Brock Services, LLC)	Triangular designed service mark registration	Yes	2,393,495