

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safway Services, LLC		08/19/2016	Limited Liability Company: DELAWARE
Safway Group Holding LLC		08/19/2016	Limited Liability Company: DELAWARE
North American Coatings, LLC		08/19/2016	Limited Liability Company: DELAWARE
All-American Scaffold, LLC		08/19/2016	Limited Liability Company: IOWA
Redi Solutions, LLC		08/19/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	0510607	WACO	
Registration Number:	0683877	SPEEDLOCK	
Registration Number:	0696866	HI-LOAD	
Registration Number:	0725782	SAFWAY	
Registration Number:	1479307	WACO WEDGELOK	
Registration Number:	1531603	SAFWAY	
Registration Number:	1538098	CABBY	
Registration Number:	1769726	SATURN	
Registration Number:	2745420		
Registration Number:	2251794	WACO WRAP	
Registration Number:	2253208	DURAPLANK	
Registration Number:	2527926	WACO MAX	

OP \$940.00 0510607

Property Type	Number	Word Mark
Registration Number:	2523977	EXPRESCAFF
Registration Number:	2632694	SAFLOAD
Registration Number:	2723913	SAFMAX
Registration Number:	3780692	WEDGELOK
Registration Number:	3806737	SAFLOCK SYSTEM SCAFFOLD
Registration Number:	3083505	QUIKDECK
Registration Number:	4069625	SAFWAY
Registration Number:	4545926	
Registration Number:	4088084	QUIKDECK
Registration Number:	4304443	SAFWAY TRACKING SYSTEM
Registration Number:	4342599	SAFWAY
Registration Number:	4621805	STS
Registration Number:	4809022	SAFRISE CLIMBER
Registration Number:	4769267	QUIKSHIELD
Registration Number:	4625816	THE SMART WAY
Serial Number:	86844692	SAFRING
Serial Number:	87013174	SAFTRAN
Serial Number:	87013176	SAFASCENT
Serial Number:	87013179	SAFCAR
Serial Number:	87013189	SAFRISE
Registration Number:	4869302	CL COATINGS
Registration Number:	4862051	ICF INDUSTRIAL COATINGS & FIREPROOFING
Registration Number:	3049589	ALL AMERICAN SCAFFOLD, INC.
Registration Number:	3212231	ALL AMERICAN SCAFFOLD
Registration Number:	4830139	REDI SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8009144240
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.
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	08/24/2016

Total Attachments: 16

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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):

Safway Services, LLC

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

Citizenship: Delaware

Execution Date(s) August 19, 2016

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

City: New York

State: NY

Country: USA Zip: 10017

- Association Citizenship: USA
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship:
- Other LLC 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 Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit 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-uds@albany.wolfersklower.com

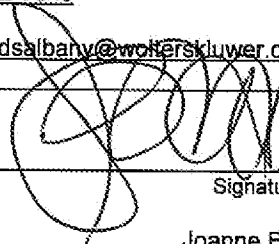
6. Total number of applications and registrations involved: 37

- 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

August 24, 2016

Date

Total number of pages including cover sheet, attachments, and document: 16

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

Additional names of conveying parties:

SAFWAY GROUP HOLDING LLC, a Delaware limited liability company
NORTH AMERICAN COATINGS, LLC, a Delaware limited liability company
ALL-AMERICAN SCAFFOLD, LLC, an Iowa limited liability company
REDI SOLUTIONS, LLC, a Utah limited liability company

[Execution]

AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated August 19, 2016, is by and among SAFWAY SERVICES, LLC, a Delaware limited liability company ("Safway"), SAFWAY GROUP HOLDING LLC, a Delaware limited liability company ("SGH"), NORTH AMERICAN COATINGS, LLC, a Delaware limited liability company ("NAC"), ALL-AMERICAN SCAFFOLD, LLC, an Iowa limited liability company ("All-American"), REDI SOLUTIONS, LLC, a Utah limited liability company ("Red", and together with Safway, SGH, NAC and All-American, the "Debtors" and each, a "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties described therein (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, each Debtor has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks and applications therefor set forth opposite its name as described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Debtors have entered into the Second Amended and Restated Loan and Security Agreement, dated August 19, 2016, with Agent and the financial institutions from time to time party thereto as lenders (as amended, modified, supplemented and in effect immediately prior to the date hereof, the "Loan Agreement", and together with the documents, agreements and instruments executed and/or delivered in connection therewith, the "Loan Documents"), which Loan Agreement amends the Amended and Restated Loan and Security Agreement, dated January 16, 2013;

WHEREAS, Safway and Agent are parties to the Trademark Collateral Assignment and Security Agreement, dated December 16, 2009 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on December 18, 2009 at Reel/Frame 004120/0509;

WHEREAS, Safway and Agent are parties to the Supplemental Trademark Collateral Assignment and Security Agreement, dated January 16, 2013 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Supplemental Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on January 22, 2013 at Reel/Frame 004949/0314;

WHEREAS, All-American and Agent are parties to the Trademark Security Agreement, dated as of December 30, 2015 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "All-American Trademark Security Agreement" and together with the Trademark Security Agreement and Supplemental Trademark Security Agreement, the "Trademark Security Agreements") and recorded with the Trademark Division of the United States Patent and Trademark Office on January 8, 2016 at Reel/Frame 05705/0777; and

WHEREAS, each Debtor and Agent desire to amend and restate each of the Trademark Security Agreements on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees that each of the Trademark Security Agreements is hereby amended and restated in its entirety as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and Payment in Full of all of the Obligations, each Debtor hereby grants to Agent, for the benefit of itself and the other Secured Parties, and confirms, reaffirms and restates its prior grant to Agent or, a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Agent, for the benefit of itself and the other Secured Parties: (a) all of such Debtor's now existing or hereafter acquired right, title and interest in and to all of such Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by such Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent, for the benefit of itself and the other Secured Parties pursuant to this Agreement shall secure the prompt performance and Payment in Full of all of the Obligations owing by Borrowers and Guarantors to Agent and the other Secured Parties, in each case arising under this Agreement, the Loan Agreement or any of the other Loan Documents, whether now existing or hereafter arising.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Debtor hereby represents, warrants and covenants with and to Agent that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and such Debtor owns the sole, full, and clear title thereto, except to the extent set forth on Exhibit A hereto, and the right and power to grant the security interests granted hereunder. Each Debtor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications, in each case except to the extent otherwise provided in the Loan Agreement.

(b) Each Debtor authorizes Agent to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, such Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Each Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent an original of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(e) At the end of each fiscal quarter, each Debtor shall provide Agent with written notice of all applications for the registration of a Trademark which were filed with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country during the immediately preceding fiscal quarter and copies of all certificates of registration of Trademark issued by the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country during the immediately preceding fiscal quarter. Upon the request of Agent, each Debtor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests of Agent in any Trademark.

(f) Each Debtor will render any assistance to Agent as Agent shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as such Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Each Debtor will promptly notify Agent if such Debtor (or any subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with any Trademark. If reasonably requested by Agent, each Debtor, at such Debtor's expense, shall join with Agent in such action may be necessary for the protection of Agent's interest in and to the Trademarks.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under law, this Agreement, the Loan Agreement, the other Loan Documents or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, any Debtor, except as such notice or consent is expressly provided for hereunder or any other Loan Document:

(a) Agent may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by any Debtor.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to any Debtor of intended disposition of Collateral is required by law, the giving of ten (10) business days' notice to such Debtor in the manner set forth in the Loan Agreement, and in any case be subject to the provisions of the Loan Agreement, of any proposed disposition shall be deemed reasonable notice thereof and each Debtor waives any other notice with respect thereto. Agent and/or any Lender shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem necessary to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 4(c) hereof, Agent may at any time execute and deliver on behalf of any Debtor, pursuant to the authority granted in the Power of Attorney described in Section 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Each Debtor agrees to pay Agent all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees to the extent required by, and in accordance with, the Loan Agreement.

(e) Each Debtor shall supply to Agent (or its designee) such Debtor's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and such Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(f) Nothing contained herein shall be construed as requiring Agent to take any such action at any time (other than the provision of notice required herein or under the Loan Agreement). All of Agent's rights and remedies, whether provided under law, this Agreement, the Loan Agreement, the other Loan Documents, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each Debtor and Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against any Debtor or its property in the courts of any other jurisdiction which Agent deems reasonably necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against such Debtor or its property).

(c) EACH DEBTOR AND AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to any "Debtor", any "Agent", any "Lender" or any "Secured Party" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon each Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and Secured Parties and each of their respective successors and permitted assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each Debtor and Agent. Agent and any of the other Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent (and the other Secured Parties with respect to any waiver of an Event of Default). Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any of the other Secured Parties of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or such other Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

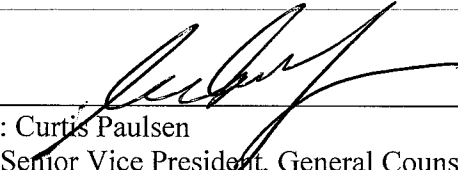
(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between each Debtor and Agent and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing,

signed by each Debtor's and Agent's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

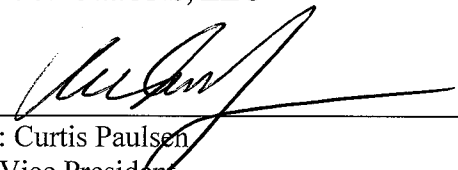
(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SAFWAY SERVICES, LLC
SAFWAY GROUP HOLDING LLC**

By: 
Name: Curtis Paulsen
Title: Senior Vice President, General Counsel and
Secretary

**NORTH AMERICAN COATINGS, LLC
ALL-AMERICAN SCAFFOLD, LLC
REDI SOLUTIONS, LLC**

By: 
Name: Curtis Paulsen
Title: Vice President

IN WITNESS WHEREOF, each Debtor and Agent have executed this Agreement as of the day and year first above written.

SAFWAY SERVICES, LLC, as Debtor

By: _____
Name:
Title:

SAFWAY GROUP HOLDING LLC, as Debtor

By: _____
Name:
Title:

NORTH AMERICAN COATINGS, LLC,
as Debtor

By: _____
Name:
Title:

ALL-AMERICAN SCAFFOLD, LLC,
as Debtor

By: _____
Name:
Title:

REDI SOLUTIONS, LLC, as Debtor

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: Andrew Rogan
Name: Andrew J. Rogan
Title: Vice President

EXHIBIT A

TRADEMARKS AND APPLICATIONS

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
Safeway Services, LLC	WACO	71538214	10-17-1947	510607	06-07-1949	United States
Safeway Services, LLC	SPEEDLOCK	72064224	12-12-1958	683877	08-25-1959	United States
Safeway Services, LLC	HI-LOAD	72078955	08-03-1959	696866	04-26-1960	United States
Safeway Services, LLC	SAFWAY	72121126	05-31-1961	725782	01-02-1962	United States
Safeway Services, LLC	WACO WEDGELOK	73606413	06-26-1986	1479307	03-08-1988	United States
Safeway Services, LLC	SAFWAY	73709246	02-03-1988	1531603	03-28-1989	United States
Safeway Services, LLC	CABBY	73754167	09-26-1988	1538098	05-09-1989	United States
Safeway Services, LLC	SATURN	74315715	09-21-1992	1769726	05-11-1993	United States
Safeway Services, LLC	[DESIGN ONLY - SCAFOLDING]	75085806	04-09-1996	2745420	08-05-2003	United States
Safeway Services, LLC	WACO WRAP	75280100	04-23-1997	2251794	06-08-1999	United States
Safeway Services, LLC	DURAPLANK	75442563	03-02-1998	2253208	06-15-1999	United States
Safeway Services, LLC	WACO MAX	75599950	12-04-1998	2527926	01-08-2002	United States
Safeway Services, LLC	EXPRESCAFF	75758350	07-23-1999	2523977	01-01-2002	United States
Safeway Services, LLC	SAFLOAD	76081612	06-28-2000	2632694	10-08-2002	United States
Safeway Services, LLC	SAFMAX	76432208	07-19-2002	2723913	06-10-2003	United States
Safeway Services, LLC	WEDGELOK	77821429	09-08-2009	3780692	04-27-2010	United States
Safeway Services, LLC	SAFLOCK SYSTEM SCAFOLD	77861714	10-30-2009	3806737	06-22-2010	United States
Safeway Services, LLC	QUICKDECK	783227975	11-14-2003	3083505	04-18-2006	United States
Safeway Services, LLC	SAFWAY	85161766	10-26-2010	4069625	12-13-2011	United States

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
Safway Services, LLC	IDESIGN ONLY - THREE-DIMENSIONAL PRODUCT CONFIGURATION FOR A NODE WITH AN OCTAGONAL PLATE AT THE TOP AND THE BOTTOM]	85342488	06-09-2011	4545926	06-10-2014	United States
Safway Services, LLC	QUICKDECK	85386638	08-02-2011	4088084	01-17-2012	United States
Safway Services, LLC	SAFWAY TRACKING SYSTEM	85650843	06-13-2012	4304443	03-19-2013	United States
Safway Services, LLC	SAFWAY	85749210	10-09-2012	4342599	05-28-2013	United States
Safway Services, LLC	STS	85836056	01-30-2013	4621805	10-14-2014	United States
Safway Services, LLC	SAFRISE CLIMBER	85963676	06-19-2013	4809022	09-08-2015	United States
Safway Services, LLC	QUICKSHIELD	85963687	06-19-2013	4769267	07-07-2015	United States
Safway Services, LLC	THE SMART WAY	85982476	06-20-2012	4625816	10-21-2014	United States
Safway Group Holding LLC	SAFRING	86844692	12-10-2015	NONE	NONE	United States
Safway Group Holding LLC	SAFTRAN	87013174	04-25-2016	NONE	NONE	United States
Safway Group Holding LLC	SAFASCENT	87013176	04-25-2016	NONE	NONE	United States
Safway Group Holding LLC	SAFCAR	87013179	04-25-2016	NONE	NONE	United States
Safway Group Holding LLC	SAFRISE	87013189	04-25-2016	NONE	NONE	United States
North American Coatings, LLC	CL COATINGS	86412516	10-02-2014	4869302	12-15-2015	United States

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
North American Coatings, LLC	ICF INDUSTRIAL COATINGS & FIREPROOFING	86427961	10-20-2014	4862051	12-01-2015	United States
All-American Scaffold, LLC	ALL AMERICAN SCAFFOLD, INC.	78482706	09-13-2004	3049589	01-24-2006	United States
All-American Scaffold, LLC	ALL AMERICAN SCAFFOLD	78482729	09-13-2004	3212231	02-27-2007	United States
Redi Solutions, LLC	REDI SOLUTIONS	86412707	10-02-2014	4830139	10-13-2015	United States
Safway Services, LLC	SAFLOCK SYSTEM SCAFFOLD	1457571	11-02-2009			Canada
Safway Services, LLC	SAFMAX	1134648		637922	04-20-2005	Canada
Safway Services, LLC	SAFSCAF	1134649		637005		Canada
Safway Services, LLC	SAFSCAF SYSTEM SCAFFOLD	447039			08-04-2009	Canada
Safway Services, LLC	SAFWAY	170533		UCA09259	04-08-1937	Canada
Safway Services, LLC	SAFWAY	1133933		TMA636435	03-31-2005	Canada
Safway Services, LLC	SAFWAY & Design	1146797		638074	04-21-2005	Canada
Safway Services, LLC	SATURN & Design	1134650		TMA636,436	03-31-2005	Canada
Safway Services, LLC	SAFWAY & Design	455988		A455988	11-25-1986	Australia
Safway Services, LLC	SAFWAY			764114	04-01-1957	United Kingdom
Safway Services, LLC		189627		458027	04-21-1994	Mexico

EXHIBIT B

LICENSES

None

EXHIBIT C

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that [NAME OF DEBTOR] (“Debtor”), having an office at _____, hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Agent (in such capacity, together with its successors and assigns, “Agent”), and each of Agent’s officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor at any time after the occurrence and during the continuance of an Event of Default under (and as defined in) the Loan Agreement referred to in the Security Agreement (as hereinafter defined):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the “Security Agreement”) and may not be revoked until the termination of all “Loan Documents” and indefeasible payment in full of all of the “Obligations”, as each such term is defined in the Security Agreement.

August __, 2016

[NAME OF DEBTOR]
By: _____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

As of this ___ day of August, 2016, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of [NAME OF DEBTOR], the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members and/or managers of said limited liability company.

Notary Public