

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Crane Maintenance Company, L.P.		09/29/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Service Group LLC		
Street Address:	250 West Wardlow Road		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90807		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3844538	PACIFIC CRANE MAINTENANCE COMPANY	
Registration Number:	3859649	PCMC	
Registration Number:	2367032	PCMC PACIFIC CRANE MAINTENANCE COMPANY	
Registration Number:	3783562		
CORRESPONDENCE DATA			
Fax Number:	2134306407		
<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:	213-430-6059		
Email:	aackerman@omm.com		
Correspondent Name:	Adam Ackerman, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	400 South Hope Street, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	644142-1		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/ace/		
DATE SIGNED:	09/29/2016		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into on September 29, 2016 (the “**Effective Date**”), by and between Pacific Crane Maintenance Company, L.P., a Delaware limited partnership (“**PCMC**”), and Pacific Service Group LLC, a Delaware limited liability company (“**PSG**”). PCMC and PSG are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, PCMC is the owner of record of, or has ownership rights in and to, the registered trademarks and trademark applications set forth on Schedule 1 attached hereto (collectively, the “**Assigned Trademarks**”);

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of August 4, 2016, by and between the Parties (the “Purchase Agreement”), PCMC is selling to PSG certain assets related to the Business (as that term is defined in the Purchase Agreement), including the Assigned Trademarks; and

WHEREAS, the Purchase Agreement contemplates execution of this Assignment;

WHEREAS, PCMC desires to transfer to PSG all of its right, title, and interest in and to the Assigned Trademarks; and

WHEREAS, PSG desires to accept such assignment for the Assigned Trademarks from PCMC.

NOW, THEREFORE, for good and valuable consideration, including pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, PCMC and PSG agree as follows:

1. Assignment. PCMC hereby assigns to PSG its entire right, title, and interest in and to the Assigned Trademarks, together with all goodwill associated therewith, and all claims, actions, rights, and demands to the extent arising from the Assigned Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom.

2. Recordation. PCMC hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record PSG as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

3. General. This Assignment may be executed in two counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same agreement. This Assignment will be governed by the internal laws of the State of Delaware, irrespective of conflicts of law principles. If any provision of this Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the Parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. Waiver by either Party of a breach of any provision of this Assignment or the failure by either Party to

exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment, together with the Purchase Agreement (including the Schedules and Exhibits thereto and the other Transaction Documents (as those terms are defined in the Purchase Agreement)), represent the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersede all prior discussions and agreements, written or oral, between the Parties with respect to the subject matter hereof. This Assignment may only be amended, modified and supplemented by written agreement of the Parties. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, PCMC and PSG execute this Assignment as of the Effective Date.

PCMC:

Pacific Crane Maintenance Company, L.P.

By: PCMC LLC, its General Partner

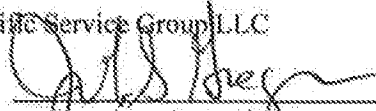
By: _____

Name: Gail A. Parris

Title: Chief Financial Officer

PSG:

Pacific Service Group LLC

By: _____

Name: Joseph S. Gregorio


Title: President and Chief Executive Officer

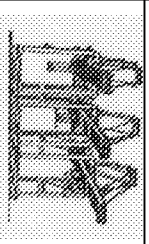
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Schedule 1

Assigned Trademarks

Mark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner of Record
PACIFIC CRANE MAINTENANCE COMPANY	United States	77/922,760	01/28/2010	3844538	09/07/2010	Pacific Crane Maintenance Company, L.P.
PCMC	United States	77/922,751	01/28/2010	3859649	10/12/2010	Pacific Crane Maintenance Company, L.P.
PCMC PACIFIC CRANE MAINTENANCE COMPANY	United States	75/544,295	08/27/1998	2367032	07/11/2000	Pacific Crane Maintenance Company, L.P.
	United States	77/719,000	04/21/2009	3783562	05/04/2010	Pacific Crane Maintenance Company, L.P.

Mark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner of Record
PCMC	Mexico	1065244	02/05/2010	1145220	02/23/2010	Pacific Crane Maintenance Company, L.P.
	Mexico	1004177	04/30/2009	1114840	08/12/2009	Pacific Crane Maintenance Company, L.P.

Mark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner of Record
	Canada	1436405	04/29/2009	TMA792,660	03/11/2011	Pacific Crane Maintenance Company, L.P.
PACIFIC CRANE MAINTENANCE COMPANY	Canada	1468586	02/05/2010	N/A	N/A	Pacific Crane Maintenance Company, L.P.
PCMC	Canada	1468583	02/05/2010	N/A	N/A	Pacific Crane Maintenance Company, L.P.

TRADEMARK

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RECORDED: 09/29/2016

[SCHEDULE 1]

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