

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Light Tower Rentals, Inc.		10/07/2016	Corporation: TEXAS
Ltr Holdco, Inc.		10/07/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4323632	LTR	
Registration Number:	4323618	LTR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26119-1-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	10/08/2016		
Total Attachments: 42			
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CH \$65.00 4323632

EXECUTED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

October 7, 2016

among

LIGHT TOWER RENTALS, INC.,
LTR HOLDCO, INC.

and

THE OTHER GRANTORS PARTY HERETO,
collectively, the Grantors,

and

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

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SCHEDULE I Intellectual Property

Exhibits

EXHIBIT I Form of Short Form Intellectual Property Security Agreement

EXHIBIT II Form of Intellectual Property Security Agreement Supplement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of October 7, 2016, is made by and among LIGHT TOWER RENTALS, INC., a Texas corporation (the “Issuer”), LTR HOLDCO, INC., a Texas corporation (“Holdings”; and together with the Issuer, the “Initial Grantors”), certain subsidiaries of Holdings from time to time party hereto and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Notes Secured Parties (as defined in the Indenture (as defined below)).

Reference is made to that certain Indenture, dated as of October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among the Issuer, the Guarantors party thereto, the Collateral Agent, and U.S Bank National Association, as Trustee (in such capacity, the “Trustee”), pursuant to which the Issuer issued \$30,000,000 aggregate principal amount of 10% Senior Secured PIK Toggle Notes due 2021 (together with any notes issued in replacement or exchange thereof and any Additional Notes or PIK Notes issued in accordance with the terms of the Indenture (the “Notes”).

Accordingly, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Defined Terms and Interpretive Provisions.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Indenture. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) The interpretive provisions specified in Article I of the Indenture also apply to this Agreement.

Section 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“**Agreement**” has the meaning assigned to such term in the recital of parties to this Agreement.

“**Claiming Party**” has the meaning assigned to such term in Section 4.01.

“**Collateral**” has the meaning assigned to such term in Section 2.01(a).

“**Contributing Party**” has the meaning assigned to such term in Section 4.01.

“**Copyrights**” means all of the following now owned or hereafter acquired by any Grantor (a) all copyright rights in any work subject to the copyright laws of the United States or

any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations in the United States Copyright Office, including those listed on Schedule I.

“**Copyright License**” means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now owned or hereafter acquired by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“**Grantor**” means, collectively, the Initial Grantors and any Person that executes and delivers an Intellectual Property Security Agreement Supplement pursuant to Section 5.13.

“**Indenture**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**Initial Grantors**” has the meaning assigned to such term in the recital of parties to this Agreement.

“**Intellectual Property**” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, rights under Licenses, intellectual property rights in Software, Trademarks, internet domain names, Trade Secrets, confidential or proprietary technical and business information, know-how, show-how or other proprietary data or information, all other intellectual or industrial property rights and all additions and improvements to any of the foregoing.

“**Intellectual Property Security Agreement Supplement**” means an instrument in the form of Exhibit II hereto.

“**License**” means any Patent License, Trademark License, Copyright License or other Intellectual Property license or sublicense agreement to which any Grantor is a party.

“**New York UCC**” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“**Patents**” means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“**Patent License**” means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention claimed by a Patent, now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or

granting to any Grantor any right to make, use or sell any invention claimed by a Patent, now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

“**Perfection Information**” means the schedules and attachments in the form of Schedule II to the Security Agreement, completed and supplemented as contemplated thereby.

“**Security Interest**” has the meaning assigned to such term in Section 2.01(a).

“**Software**” shall mean computer programs, object code, source code and supporting documentation.

“**Trade Secrets**” shall mean any trade secrets or other proprietary and confidential information.

“**Trademarks**” means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby.

“**Trademark License**” means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

ARTICLE II SECURITY INTERESTS

Section 2.01 Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Indenture Obligations, including the obligations under the Note Guarantees, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Notes Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Notes Secured Parties, a security interest (the “Security Interest”) in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (subject to the terms of the Intercreditor Agreement) (collectively, the “Collateral”): (i) all Copyrights and all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights;

- (i) all Patents and all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same;
- (ii) all Trademarks and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;
- (iii) all Trade Secrets;
- (iv) all Licenses;
- (v) all Software, including any licensed rights to Software, and all media that may contain Software or recorded data of any kind;
- (vi) all other Intellectual Property; and
- (vii) to the extent not otherwise included, all proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

provided, that, notwithstanding any of the other provisions herein (and notwithstanding any recording of the Collateral Agent's Lien made in the U.S. Patent and Trademark Office, U.S. Copyright Office, or other registry office in any other jurisdiction), this Agreement shall not constitute a grant of a security interest in, and the Collateral shall not include any Excluded Assets; provided, further, that, notwithstanding anything to the contrary in this Agreement, (1) the Liens granted pursuant to this Section 2.01(a) shall be subject to the terms and conditions of the Intercreditor Agreement, and (2) the exercise of any right or remedy by the Collateral Agent or any other Notes Secured Party hereunder is subject in all instances to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

(b) Each Grantor hereby irrevocably agrees for the benefit of the Notes Secured Parties (subject to the terms of the Intercreditor Agreement) to file at its own expense in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that (i) describe the collateral covered thereby in any manner that is necessary or advisable to ensure the perfection of the security interest in the Collateral granted under this Agreement and (ii) contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to promptly deliver a file stamped copy of each such financing statement or other evidence of filing to the Collateral Agent. The Collateral Agent shall be under no obligation whatsoever to file such financing or amendments or to make any other filing under the Uniform Commercial Code or otherwise in connection with this Agreement.

Each Grantor further agrees that it shall file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor and naming any Grantor or the Grantors as debtors and the Collateral Agent as Notes Secured Party and shall promptly provide to the Collateral Agent evidence of such filing.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Notes Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

(d) The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Indenture Obligations of such Grantor now or hereafter existing under, or in respect of, the Indenture Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Indenture Obligations and that would be owed by such Grantor to any Notes Secured Party under the Indenture Documents but for the fact that such Indenture Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

Section 2.02 Representations and Warranties. Each Grantor jointly and severally represents and warrants to the Collateral Agent and the other Notes Secured Parties that:

(a) Schedule I hereto sets forth a list of all registrations and applications for registration of Copyrights, Patents and Trademarks owned as of the date hereof by each Grantor. Each Grantor represents and warrants that (a) it is the true, lawful and exclusive owner of all registrations and applications for registration of Intellectual Property listed in Schedule I hereto, and (b) such Grantor is not aware of any third-party claim (i) that any of said registrations and applications is invalid or unenforceable, or (ii) challenging Grantor's rights to such registrations and applications. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and is in full force and effect.

(b) The Perfection Information has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the Closing Date.

(c) The Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations prepared by or on behalf of each Grantor based upon the information provided to the Collateral Agent in the Perfection Information for filing in each governmental, municipal or other office specified in the Perfection Information (or specified by notice from such Grantor to the Collateral Agent after the Closing Date in the case of filings,

recordings or registrations required by Section 13.02 of the Indenture), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States registrations and applications for Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Notes Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(d) Each Grantor represents and warrants that a fully executed agreement in the form of Exhibit I hereto and containing a description of all Collateral consisting of United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights has been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to establish a valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Notes Secured Parties) in respect of all Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions under the Federal intellectual property laws, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than (i) such filings and actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights acquired or developed by any Grantor after the date hereof, (ii) such actions as may be required under the laws of jurisdictions outside the United States with respect to Collateral created under such laws, and (iii) the filing of Uniform Commercial Code financing and continuation statements contemplated in Section 2.02(c)).

(e) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Indenture Obligations, including the obligations under Note Guarantees, (ii) subject to the filings described in Section 2.02(c) and (d), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement (or a fully executed short form agreement in form reasonably satisfactory to the Collateral Agent and the Issuer) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on

any of the Collateral (subject to the terms of the Intercreditor Agreement), other than Liens permitted pursuant to Section 5.12 of the Indenture.

(f) The Collateral is owned by the Grantors free and clear of any Lien, except for Liens permitted pursuant to Section 5.12 of the Indenture. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens permitted pursuant to Section 5.12 of the Indenture.

(g) This Agreement has been duly executed and delivered by each Grantor that is party hereto. This Agreement constitutes a legal, valid and binding obligation of such Grantor, enforceable against each Grantor that is party hereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity (whether considered in a proceeding at law or in equity).

Section 2.03 Covenants.

(a) Each Grantor agrees promptly, and in any event within ten (10) Business Days, to notify the Collateral Agent in writing of any change (i) in legal name of any Grantor, (ii) in the identity or type of organization or corporate structure of any Grantor or (iii) in the jurisdiction of organization of any Grantor.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 5.12 of the Indenture.

(c) The Issuer shall deliver to the Collateral Agent the information required pursuant to the Perfection Information or confirm that there has been no change in such information since the most recent certificate delivered pursuant to this Section 2.03(c), when and as required pursuant to Section 3.03 of the Security Agreement.

(d) The Issuer agrees, on its own behalf and on behalf of each other Grantor, at its own expense, to (or to cause the applicable Grantor to) execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as may from time to time be reasonably necessary or desirable to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral is owed by Holdings and/or any of its Subsidiaries or is

owed by any other Person and is, either individually or in the aggregate, in excess of \$1,000,000 and shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged and delivered to the Collateral Agent, for the benefit of the Notes Secured Parties (subject to the terms of the Intercreditor Agreement), duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 5.12 of the Indenture, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Indenture or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent within ten (10) Business Days of demand for any such payment made or any reasonable and documented expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that, Grantors shall not be obligated to reimburse the Collateral Agent with respect to any Intellectual Property Collateral of which the Grantor has given the Collateral Agent notice that it has failed to maintain or pursue, or otherwise allowed to lapse, terminate or be put into the public domain, in accordance with Section 2.04(b). Nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Notes Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Indenture Documents.

(f) Each Grantor (rather than the Collateral Agent or any Notes Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the other Notes Secured Parties from and against any and all liability for such performance.

Section 2.04 Additional Covenants.

(a) Except to the extent failure to act could not reasonably be expected, either individually or in the aggregate, to materially and adversely affect the business and operations of Holdings and its Subsidiaries (taken as a whole) or the aggregate value of the Collateral, with respect to any registration or pending application of each item of its Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Collateral (or applications therefore) in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-

in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected, either individually or in the aggregate, to materially and adversely affect the business and operations of Holdings or any of its Subsidiaries or the aggregate value of the Collateral, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Collateral may prematurely lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in the case of a trade secret, becomes publicly known).

(c) Except as could not reasonably be expected, either individually or in the aggregate, to materially and adversely affect the business and operations of Holdings or any of its Subsidiaries or the aggregate value of the Collateral, each Grantor shall take all commercially reasonable steps to preserve and protect each item of its Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Collateral after the Closing Date (“After-Acquired Intellectual Property”) (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such After-Acquired Intellectual Property shall automatically become part of the Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) If any Grantor makes an application for registration of any Intellectual Property (other than an Excluded Asset) before the United States Patent and Trademark Office or the United States Copyright Office, or acquires any such application or registration by purchase or assignment, of such submission or acquisition, such Grantor shall deliver, within thirty (30) days after the end of each Fiscal Quarter, to the Collateral Agent at such Grantor’s expense a copy of such application or registration made or acquired during such Fiscal Quarter, and a grant of a security interest in such Intellectual Property and confirmatory notice of the same in the form of Exhibit I hereto (Form of Short Form Intellectual Property Security Agreement). Where a registration of Intellectual Property (other than an Excluded Asset) is issued hereafter to any Grantor as a result of any application now or hereafter pending such Grantor, if a security interest in such application has not already been granted to or recorded on behalf of the Collateral Agent hereunder, shall deliver to the Collateral Agent at such Grantor’s expense a grant of security interest and/or evidence of recordation of the same within thirty (30) days after the end of the Fiscal Quarter in which such registration of Intellectual Property is issued.

(f) Notwithstanding anything to the contrary contained herein, nothing in this Agreement prevents any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue, or otherwise allowing to lapse, terminate or be put into the public domain, any of its Collateral to the extent permitted by the Indenture if such Grantor determines in its reasonable business judgment that any of the foregoing is desirable in the conduct of its business.

ARTICLE III REMEDIES

Section 3.01 Remedies Upon Default.

(a) In accordance with Section 5.15, the Collateral Agent may, upon the occurrence and during the continuance of an Event of Default, execute any document which may be required by the United States Patent and Trademark Office or similar registrar in order to effect an absolute assignment of all right, title and interest in each item of registered Intellectual Property and each application for such registration, and record the same. If an Event of Default shall occur and be continuing, the Collateral Agent may, by written notice to the relevant Grantor, take any or all of the following actions: (i) declare the entire right, title and interest of such Grantor in and to the Intellectual Property, vested in the Collateral Agent for the benefit of the Notes Secured Parties, in which event such rights, title and interest shall immediately vest, in the Collateral Agent for the benefit of the Notes Secured Parties, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in Section 5.15 to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency or registrar; (ii) take and use or sell the Intellectual Property; (iii) take and use or sell the goodwill of such Grantor's business symbolized by the Trademarks and the right to carry on the business and use the assets of such Grantor in connection with which the Trademarks have been used; and (iv) direct such Grantor to refrain, in which event such Grantor shall refrain, from using the Intellectual Property in any manner whatsoever, directly or indirectly, and such Grantor shall execute such further documents that the Collateral Agent may reasonably request to further confirm this and to transfer ownership of the Intellectual Property and registrations and any pending applications in the United States Copyright Office, United States Patent and Trademark Office, equivalent office in a state of the United States or applicable domain name registrar to the Collateral Agent.

(b) Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Indenture Obligations at a public or private sale, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(c) The Collateral Agent shall give the applicable Grantors ten (10) Business Days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its reasonable discretion) determine. The Collateral Agent shall not be obligated to make any sale

of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Notes Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Notes Secured Party from any Grantor as a credit against the purchase price, and such Notes Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Indenture Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

Section 3.02 Application of Proceeds.

(a) The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with Section 7.10 of the Indenture.

(b) The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money therefor by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

(c) In making the determinations and allocations required by this Section 3.02, the Collateral Agent may conclusively rely upon information supplied by the Trustee as to

the amounts of unpaid principal and interest and other amounts outstanding with respect to the Indenture Obligations, and the Collateral Agent shall have no liability to any of the Notes Secured Parties for actions taken in reliance on such information; provided, that, nothing in this sentence shall prevent any Grantor from contesting any amounts claimed by any Notes Secured Party in any information so supplied. All distributions made by the Collateral Agent pursuant to this Section 3.02 shall be (subject to any decree of any court of competent jurisdiction) final (absent manifest error), and the Collateral Agent shall have no duty to inquire as to the application by the Trustee of any amounts distributed to it.

Section 3.03 Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor shall, upon request by the Collateral Agent at any time after and during the continuance of an Event of Default, grant to the Collateral Agent an irrevocable (until the Termination Date), nonexclusive license (exercisable without payment of royalty or other compensation to any such Grantor) to use, license or, solely to the extent necessary to exercise such rights and remedies, sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof; provided, however, that, nothing in this Section 3.03 shall require any Grantor to grant any license that is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing, giving rise to a right to use or theretofore granted, to the extent permitted by the Indenture, with respect to such property; provided, further, that, such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity and, in all material respects, the aggregate value of such Trademarks. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; provided, that, any permitted license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE IV SUBROGATION AND SUBORDINATION

Section 4.01 Contribution and Subrogation. Each Grantor (a “Contributing Party”) agrees (subject to Section 4.02) that, in the event assets of any other Grantor (the “Claiming Party”) shall be sold pursuant to any Security Document to satisfy any Indenture Obligation owed to any Notes Secured Party, the Contributing Party shall indemnify the Claiming Party in an amount equal to the greater of the book value or the fair market value of such assets, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Contributing Parties together with the net worth of the Claiming Party on the date hereof (or, in the case of any Grantor becoming a party hereto pursuant to Section 5.13, the date of the Security Agreement Supplement executed and delivered by such Grantor). Any Contributing

Party making any payment to a Claiming Party pursuant to this Section 4.01 shall be subrogated to the rights of such Claiming Party to the extent of such payment.

Section 4.02 Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Grantors under Sections 4.01 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the payment in full in cash of the Indenture Obligations (other than contingent obligations for which no claim or other demand has been made). No failure on the part of any Grantor to make the payments required by Sections 4.01 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

ARTICLE V MISCELLANEOUS

Section 5.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 12.01 of the Indenture. All communications and notices hereunder to any Grantor shall be given to it in care of the Issuer as provided in Section 12.01 of the Indenture. The Collateral Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Collateral Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If any Grantor elects to give the Collateral Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Collateral Agent in its discretion elects to act upon such instructions, the Collateral Agent's understanding of such instructions shall be deemed controlling. The Collateral Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Collateral Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Grantors agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Collateral Agent, including without limitation the risk of the Collateral Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 5.02 Waivers; Amendment.

(a) No failure or delay by the Collateral Agent in exercising any right or power hereunder or under any other Indenture Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and under the other Indenture Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or

consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.02 of the Indenture.

Section 5.03 Collateral Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of any and all of its reasonable out-of-pocket expenses incurred in connection with the enforcement of any rights or remedies under, or otherwise acting in connection with, this Agreement or any other Indenture Document.

(b) The parties hereto agree that the Collateral Agent is entitled to all rights, privileges, protections, immunities and benefits provided to it under the Indenture and each Grantor hereby waives all liabilities against the Collateral Agent and each Notes Secured Party except to the extent set forth in Section 13.11 of the Indenture.

(c) Any such amounts payable as provided hereunder shall be additional Indenture Obligations secured hereby and by the other Security Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Indenture Document, the consummation of the transactions contemplated hereby, the repayment of any of the Indenture Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Indenture Document, the resignation or removal of the Collateral Agent, or any investigation made by or on behalf of the Collateral Agent or any other Notes Secured Party. All amounts due under this Section 5.03 shall be payable within ten (10) Business Days of written demand therefor.

Section 5.04 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns.

Section 5.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantors in the Indenture Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Indenture Document shall be considered to have been relied upon by the Notes Secured Parties and shall survive the execution and delivery of the Indenture Documents and issuance of the Notes, regardless of any investigation made by any Notes Secured Party or on its behalf and notwithstanding that the Collateral Agent, any Notes Secured Parties may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Note is issued under the Indenture, and shall continue in full force and effect as long as the principal of or any

accrued interest on any Note or any fee or any other amount payable under any Indenture Document is outstanding and unpaid.

Section 5.06 Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Notes Secured Parties and their respective permitted successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Indenture. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

Section 5.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 5.08 Governing Law; Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN).

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ANY

OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED HERETO.

Section 5.09 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY 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 PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5.09 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 5.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 5.11 Security Interest Absolute. All rights of the Collateral Agent hereunder the Security Interest, the grant of a security interest in the Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Indenture, any other Indenture Document, any agreement with respect to any of the Indenture Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Indenture Obligations, or any other amendment or waiver of or any consent to any departure from the Indenture, any other Indenture Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Indenture Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Indenture Obligations or this Agreement.

Section 5.12 Termination or Release.

(a) This Agreement, the Security Agreement, any Short Form Intellectual Property Security Agreement, any Intellectual Property Security Agreement Supplement, the Security Interest and all other security interests granted hereby shall automatically terminate as provided in Section 13.05 of the Indenture.

(b) Upon (i) any sale or other transfer by any Grantor of any Collateral that is permitted under the Indenture or any other Indenture Document to any Person other than any

other Grantor, (ii) the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.02 of the Indenture or (iii) with respect to any Collateral owned by a Guarantor, the release of such Guarantor from its obligations under the applicable Indenture Documents in accordance with the terms thereof, the security interest granted to, or held by, the Collateral Agent in such Collateral shall be automatically released.

(c) The Security Interest in Collateral shall also be released automatically pursuant to, and in accordance with the terms of, Section 13.04 of the Indenture.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 5.12, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.12 shall be without recourse to or warranty by the Collateral Agent.

Section 5.13 Additional Grantors. Any Person required to become party to this Agreement pursuant to Section 5.16 of the Indenture shall do so by executing and delivering an Intellectual Property Security Agreement Supplement within 30 days of being required to become such a party and such Person shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

Section 5.14 General Authority of the Collateral Agent. By acceptance of the benefits of this Agreement and any other Security Documents, each Notes Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Collateral Agent as its agent hereunder and under such other Security Documents, (b) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Notes Secured Party for the enforcement of any provisions of this Agreement and such other Security Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Security Document against any Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder, except as expressly provided in this Agreement or any other Security Document and (d) to agree to be bound by the terms of this Agreement and any other Security Document. The Collateral Agent shall act hereunder on the terms and conditions set forth in this Agreement and in Article 13 of the Indenture. In connection with its execution and delivery of this Agreement and acting hereunder, the Collateral Agent is entitled to all rights, privileges, protections, immunities, indemnities and benefits provided to it under the other Indenture Documents. Without limiting the generality of the foregoing, the Collateral Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby and any discretionary action that the Collateral Agent is required to exercise as directed in writing in accordance with the Indenture Documents; provided that the Collateral Agent shall not be required to take any action that, in its reasonable opinion or the opinion of its counsel, may expose the Collateral Agent to liability, or for which it is not indemnified to its satisfaction, or that is contrary to this Agreement, applicable law;

(c) shall not be liable for any action taken or not taken by it (1) with the consent or at the request of any Notes Secured Party or (2) in the absence of its own gross negligence or willful misconduct, or (3) in reliance on a certificate of an authorized officer of the Issuer stating that such action is permitted by the terms of this Agreement;

(d) shall not be responsible for or have any duty to ascertain or inquire into (1) any statement, warranty or representation made in or in connection with this Agreement, (2) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (3) the performance or observance by any other Person of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (4) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Indenture Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Interest, (5) the value or the sufficiency of any Collateral or (6) the satisfaction of any condition set forth in any agreement, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent;

(e) undertakes to perform or to observe only such of its covenants and obligations as are specifically set forth in this Agreement and no implied covenants or obligations with respect to the Collateral Agent shall be read into this Agreement against the Collateral Agent;

(f) shall in no event be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether any such party has been advised of the likelihood of such loss or damage and regardless of the form of action; and

(g) shall in no event be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Beyond the exercise of reasonable care in the custody thereof and as otherwise specifically set forth herein, the Collateral Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon

or as to preservation of rights against prior parties or any other rights pertaining thereto and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral.

The Collateral Agent may resign at any time by giving written notice thereof to the Grantors and the Trustee; provided that no such resignation shall take effect until a successor Collateral Agent has been appointed and has agreed to act as such under this Agreement. Upon any such resignation, the Grantors shall promptly (and no later than within 30 days) appoint a successor to the Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations. After any retiring Collateral Agent's resignation as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent. If the Grantors fail to appoint a successor Collateral Agent within 30 days, the Collateral Agent may petition a court of competent jurisdiction to do so. Any resigning or removed Collateral Agent shall have no liability or responsibility for the action or inaction of any successor Collateral Agent.

The provisions of this Section 5.14 shall survive the termination of this Agreement.

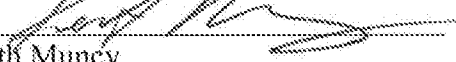
Section 5.15 Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable (until the termination of the Indenture) and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Collateral Agent to the Issuer of its intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, that, nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and

the other Notes Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, within ten (10) Business Days of demand by the Grantors to the Collateral Agent and shall be additional obligations secured hereby.

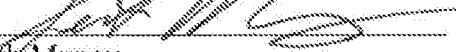
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LIGHT TOWER RENTALS, INC., as a Grantor

By: 
Name: Keith Muncy
Title: Chief Financial Officer, Secretary and
Treasurer

LTR HOLDCO, INC., as a Grantor

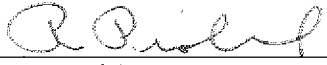
By: 
Name: Keith Muncy
Title: Chief Financial Officer, Secretary and
Treasurer

[Signatures Continued on Following Page]

[Signature Page to Intellectual Property Security Agreement]

[Signatures Continued from Previous Page]

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005895 FRAME: 0865

SCHEDULE 1
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

None.

Trademark Registrations and Trademark Applications

Owner	Trademark	Country	Registration No.
Light Tower Rentals, Inc.	LTR with Lightning Bolt (with border)	USA	4323632
Light Tower Rentals, Inc.	LTR with Lightning Bolt (without border)	USA	4323618

Applicant	Trademark	Country	Application No.
Light Tower Rentals, Inc.	Light Tower Rentals	USA	85701838*
Light Tower Rentals, Inc.	PowerTrack	USA	86842963*

*Company has abandoned application process.

Copyright Registrations and Copyright Applications

None.

EXHIBIT I
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this “Agreement”), dated as of October 7, 2016 (the “Closing Date”), is made by and among LIGHT TOWER RENTALS, INC., a Texas corporation (the “Issuer”), LTR HOLDCO, INC., a Texas corporation (“Holdings”; and together with the Issuer, the “Grantors”), and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Notes Secured Parties (as defined in the Indenture (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement, as applicable.

WHEREAS, the Grantors, the Collateral Agent and U.S Bank National Association, as Trustee (in such capacity, the “Trustee”), have entered into the Indenture, dated as of October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which Grantor issued \$30,000,000 10% Senior Secured PIK Toggle Notes due 2021 (together with any notes issued in replacement or exchange thereof and any Additional Notes or PIK Notes issued in accordance with the terms of the Indenture, the “Notes”);

WHEREAS, in connection with the Indenture, the Grantors have entered into the Intellectual Property Security Agreement dated as of October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to secure their obligations under the Indenture, the Notes and the other Indenture Documents; and

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the (“Collateral” (as defined in the Intellectual Property Security Agreement)), including, but not limited to:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;

(b) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto;

(c) the Copyrights (as defined in the Intellectual Property Security Agreement) set forth on Schedule C hereto;

(d) all proceeds and products of any and all of the Patents, Trademarks and Copyrights; and

(e) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks and Copyrights or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Indenture Obligations of such Grantor now or hereafter existing under or in respect of the Indenture Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Notes Secured Party under the Indenture Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

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

LIGHT TOWER RENTALS, INC., as a Grantor

By: _____
Name: _____
Title: _____

LTR HOLDCO, INC., as a Grantor

By: _____
Name: _____
Title: _____

[Signatures Continued on Following Page]

[Signatures Continued from Previous Page]

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: _____

Title: _____

SCHEDULE A
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No./ Application No.
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SCHEDULE B
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Patent Title	Country	Patent No./ Application No.
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Domain Names

Domain Name	Registrant	Country
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SCHEDULE C
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

Registered owner/ Grantor	Title of Work	Country	Registration No./Application No.
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EXHIBIT II
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT
FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

SUPPLEMENT NO. [] (this “Supplement”), dated as of __, 20__, to that certain Intellectual Property Security Agreement, dated as of October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), by and among LIGHT TOWER RENTALS, INC., a Texas corporation (the “Issuer”), LTR HOLDCO, INC., a Texas corporation (“Holdings”; and together with the Issuer, the “Initial Grantors”), certain subsidiaries of Holdings from time to time party hereto and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Notes Secured Parties (as defined in the Indenture (as defined below)).

A. Reference is made to that certain Indenture, dated as of October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among the Issuer, the Guarantors party thereto, the Collateral Agent, and U.S. Bank National Association, as Trustee (in such capacity, the “Trustee”), pursuant to which the Issuer issued \$30,000,000 10% Senior Secured PIK Toggle Notes due 2021 (together with any notes issued in replacement or exchange thereof and any Additional Notes or PIK Notes issued in accordance with the terms of the Indenture, the “Notes”). .

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Intellectual Property Security Agreement, as applicable.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to secure their obligations under the Indenture, the Notes and the other Indenture Documents. Section 5.14 of the Intellectual Property Security Agreement and Section 5.16 of the Indenture provide that certain Persons may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Indenture to become a Grantor under the Intellectual Property Security Agreement in order to secure the obligations under the Indenture, the Notes and the other Indenture Documents.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security

for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Notes Secured Parties, their permitted successors and assigns, a security interest in, and lien on, all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Notes Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity (whether considered in a proceeding at law or in equity).

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral, including:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (c) the Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (d) all proceeds and products of any and all of the Patents, Trademarks and Copyrights; and
- (e) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks and Copyrights or unfair competition regarding the same.

SECTION 6. The grant of a security interest in the Collateral by the New Grantor under this Supplement secures the payment of all Obligations of such New Grantor now or hereafter existing under, or in respect of, the Indenture Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the Obligations and that would be owed by such New Grantor to any Notes Secured Party under the Indenture Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 8. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights listed in Schedule I hereto.

SECTION 9. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

Jurisdiction of Formation:
Address of Chief Executive Office:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

SCHEDULE I
TO SUPPLEMENT NO. [] TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property
Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No./ Application No.
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Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Title of Work	Country	Registration No./ Application No.
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Domain Names

Domain Name	Registrant	Country
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Copyright Registrations and Copyright Applications

Registered owner/ Grantor	Title of Work	Country	Registration No./ Application No.
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