

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403509

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|----------------------------|
| JPMorgan Chase Bank, N.A. | | 10/24/2016 | Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Brock Enterprises, LLC |
| Street Address: | 10343 Sam Houston Park Drive, Suite 200 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77064 |
| Entity Type: | Limited Liability Company: TEXAS |
| Name: | Brock Holdings III, Inc. |
| Street Address: | 10343 Sam Houston Park Drive, Suite 200 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77064 |
| Entity Type: | Corporation: DELAWARE |
| Name: | Atlantic Scaffolding Company, LLC |
| Street Address: | 10343 Sam Houston Park Drive, Suite 200 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77064 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------------------|
| Registration Number: | 2440398 | ATLANTIC SCAFFOLDING COMPANY |
| Registration Number: | 2393495 | |
| Registration Number: | 2284672 | BROCK |
| Registration Number: | 3625584 | XPS 60 |

CORRESPONDENCE DATA

CH \$115.00 2440398

Fax Number: 2128225607

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-530-5607

Email: abrook@milbank.com

Correspondent Name: Anna Brook

Address Line 1: 28 Liberty Street

Address Line 2: Milbank Tweed Hadley & McCloy LLP

Address Line 4: New York, NEW YORK 10005

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|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 34408.02400 |
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| NAME OF SUBMITTER: | Anna Brook |
|---------------------------|------------|

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|-------------------|--------------|
| SIGNATURE: | /Anna Brook/ |
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| DATE SIGNED: | 10/27/2016 |
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE (the “Release”) is given as of October 24, 2016, by JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the benefit of the Secured Parties (as defined in the Collateral Agreement referred to below) (in such capacity, the “Administrative Agent”), in favor of BROCK HOLDINGS III, INC. (the “Borrower”), BROCK HOLDINGS II, INC. (“Holdings”) and the ATLANTIC SCAFFOLDING COMPANY, LLC (collectively, the “Grantors”).

WHEREAS, the Borrower and Holdings entered into that certain First Lien Credit Agreement dated as of March 16, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, Steeplejack Industrial Group Inc., the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and the other agents party thereto.

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantors have entered into that certain First Lien U.S. Collateral Agreement, dated as of March 16, 2011, in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”). Capitalized terms used herein without definition shall have the meaning given to them in the Collateral Agreement.

WHEREAS, under the terms of the Collateral Agreement, each Grantor granted a security interest in certain Trademarks of each of the Grantors to the Administrative Agent pursuant to that certain First Lien Trademark Security Agreement, dated as of March 16, 2011, in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”).

WHEREAS, the Grantors and the Administrative Agent desire that the Administrative Agent terminate and release its security interest in the Trademarks listed on Schedule 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Administrative Agent hereby, on behalf of itself and the other Secured Parties, without representation or warranty, terminates, discharges and releases its continuing security interest and lien in all right, title and interest in the Trademarks pursuant to the Collateral Agreement and Trademark Security Agreement, and reassigns any and all security interests that it may have therein to the Grantors.

The Administrative Agent hereby authorizes each of Grantors or each of the Grantor’s authorized representatives to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any security

interest of the Administrative Agent in the Trademarks pursuant to the Collateral Agreement and Trademark Security Agreement.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantors' expense, as reasonably requested by each Grantor and as may be reasonably necessary to effect the release of the security interest in the Trademarks contemplated hereby.


THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

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

**SCHEDULE 1
TO TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

U.S. Trademark Registrations

| ATLANTIC SCAFFOLDING COMPANY, LLC (m/a BROCK SERVICES, LLC) | | |
|---|------------------|-----------|
| Mark | Reg. Date | Reg. No. |
| "Atlantic Scaffolding Company" | April 3, 2001 | 2,440,398 |
| Triangular designed service mark registration | October 10, 2000 | 2,393,495 |
| BROCK ENTERPRISES, LLC | | |
| Mark | Reg. Date | Reg. No. |
| "BROCK" | October 12, 1999 | 2,284,672 |
| BROCK HOLDINGS III, INC. | | |
| Mark | Reg. Date | Reg. No. |
| "XPS 60" | May 29, 2009 | 3,625,584 |