OP \$40.00 87200580

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM414150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bay Crane Service Inc.		01/30/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87200580	BAY CRANE

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold	
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	01/30/2017

Total Attachments: 7

source=Trademark Security Agreement Submission_V_1#page1.tif source=Trademark Security Agreement Submission_V_1#page2.tif source=Trademark Security Agreement Submission_V_1#page3.tif source=Trademark Security Agreement Submission_V_1#page4.tif source=Trademark Security Agreement Submission_V_1#page5.tif

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		ORM COVER SHEET	Office States Faterinary Trabalian Office
T- the transfer to the transfer to		RKS ONLY	
To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(et 1. Name of conveying party(ies)/Execution Date(s): 2. Name and address of receiving party(ies)			ents or the new address(es) below.
in name of conveying partyles/rexecution pate(s):			□Yes
Bay Crane Service Inc.		Additional names, addresses, or citizenship attached?	
		Name: Wells Fargo Ba	nk. National Association
☐ Individual(s)	☐ Association	Internal	
☐General Partnership	Limited Partnership	Address:	
□ Corporation □ C		Street Address: 100 Park A	venue
☐ Limited Liability Company		•	
Citizenship: NY		City: New York	
Execution Date(s) January 30, 201	Z	State: NY	
Additional names of conveying par	ties attached? ∐Yes ⊠No	Country: USA	Zip: 10017
3. Nature of conveyance:		Association Citizenship:	
		General Partnership Citi	· · ·
☐ Assignment	☐ Merger	Limited Partnership Citiz	•
Security Agreement	Change of Name	Corporation Citizenship:	
Other		1	Citizenship;
		If assignee is not domiciled representative designation	in the United States, a domestic is attached. ☐Yes ☒ No
4 Application number(s) or regis	etration number(a) and ideas	(Designations must be a se	narate document from accionment)
 Application number(s) or regis A. Trademark Application No.(s) S 	ee Attached Schedule I	B. Trademark Registration	ne Trademark. No.(s) See Attached Schedule I
		Additiona	i sheet(s) attached? Yes No
C. Identification or Description of T	rademark(s) (and Filing Date if	Application or Registration N	lumber is unknown)
5. Name address of party to who	m correspondence	6. Total number of applica	
concerning document should be Name: <u>Susan O'Brien</u>	mailed:	registra	tions involved: 1
Internal Address: CT Lien Solution	<u>s</u> :	7. Total fee (37 CFR 2.6(b) Authorized to be ch	
Street Address: 187 Wolf Road, St			narged to deposit account
City: Albany	nie ioi	☐ Enclosed	angus to deposit account
City. Albany		8. Payment Information:	
State: NY	Zip: <u>12205</u>	a, Credit Card	Last 4 Numbers
Phone Number: <u>800-342-3676</u>			Expiration Date
Fax Number: 800-962-7049		b. Deposit Account	Number
Email Address: cls-udsalbany@wo	lterskluwer.com	Authorized User	Name:
	/// 		
9. Signature:	MMA		January 20, 2017
	Signature	<u></u>	<u>January 30, 2017</u> Date
\setminus 1/	Joanne BL Arnold		Total number of pages including cover sheet, attachments, and document. 7

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

[Execution]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 30th day of January, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("<u>Wells Fargo</u>"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among BAY CRANE SERVICE INC., a New York corporation ("Bay Crane"), BAY CRANE SERVICE OF CONNECTICUT, INC., a Connecticut corporation ("BCSC"), BAY CRANE NORTHEAST LLC, a Rhode Island corporation ("BCN"), BAY CRANE SERVICE OF NEW JERSEY INC., a New Jersey corporation ("BCNJ"), TRANSIT MAINTENANCE INC., a New York corporation ("TMI" and, together with Bay Crane, BCSC, BCN, BCNJ and any person that may from time to time become a party thereto as a borrower, each individually a "Borrower" and collectively, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u>;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

4668315.3

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTION 25</u> OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BAY CRANESERVICE INC.

Name: Kenneth Bernardo
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By:

Name: Thomas Blackman
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:	
None	
Applications:	
OWNER	APPLICATION NUMBER
Bay Crane Service	e, Inc. 87/200,580
BAY C	RANE
Word Mark Goods and Services	EAY CRANE 10/037 US 100 100 100 0 0 0 0 Charte rental and leasing for construction purposes PRST USE: 16/05/000 PRST USE IN COMMERCE: 16/05/0000
	IC SDR, US 100 105, GRR SI Crane rental and leasing for loading and unbading purposes, FRST USE: 19550000 FRST USE IN COMMERCE, 19550000
Standard Characters Claimed Mark Drawing Code Serial Ramber Filing Date Current Basis Original Filing Basis Owner	 49 STANDARD CHARACTER MARK 57205688 Capter 12, 29 % 3A 1A GAPPLICANT: Bay Coane Service Inc. CORPORATION NEW YORK YES 43rd Avenue Long Island City NEW YORK IN SI
Attorney of Record Type of Mark Register Live/Desd Indicator	Skeund Boderf SERVICE MARK PRINCIPAL LIVE
None.	<u>Trade Names</u>
	Common Law Trademarks
None.	
	Trademarks Not Currently In Use
None.	
None.	Trademark Licenses
INOIIC.	

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RECORDED: 01/30/2017