

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM434685

| | | | |
|-----------------------------------|------------------------|--|-------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900411136 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BRAND SHARED SERVICES LLC | | 06/21/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GOLDMAN SACHS BANK USA | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | BANK: NEW YORK | | |
| PROPERTY NUMBERS Total: 48 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1815144 | BRAND | |
| Registration Number: | 4688064 | BRAND | |
| Registration Number: | 4688075 | BRAND ENERGY & INFRASTRUCTURE SERVICES | |
| Registration Number: | 2668926 | BRANDNET | |
| Registration Number: | 2663042 | BRANDPLAN | |
| Registration Number: | 2800144 | BRANDEZ | |
| Registration Number: | 2077847 | ALUMA SURE LOCK | |
| Registration Number: | 3340535 | ALUMA SYSTEMS | |
| Registration Number: | 4688060 | ALUMA SYSTEMS | |
| Registration Number: | 1356223 | ALUMACS | |
| Registration Number: | 3061631 | ALUMA-DEK | |
| Registration Number: | 3142524 | HI-FLYER | |
| Registration Number: | 4033844 | BRAND | |
| Registration Number: | 4566817 | PRO COAT ATMOSPHERIC COATINGS SURVEYS PR | |
| Registration Number: | 4566818 | PRO SERVICES PROGRAM RELIABILITY OPTIMIZ | |
| Registration Number: | 4566819 | PRO THERM ENERGY CONSERVATION STUDIES MA | |
| Registration Number: | 0880742 | 20K | |
| Registration Number: | 1203367 | 20KA | |
| TRADEMARK | | | |

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------------|
| Registration Number: | 1082272 | CUPLOK |
| Registration Number: | 2275755 | GASS |
| Registration Number: | 4735665 | HUNNEBECK |
| Registration Number: | 4735666 | H H |
| Registration Number: | 4756365 | HSG |
| Registration Number: | 5193756 | HSG CONSTRUCTORS |
| Registration Number: | 5193757 | HSG CONSTRUCTORS |
| Registration Number: | 2713863 | LOGIK |
| Registration Number: | 0924571 | MOD-U-FORM |
| Registration Number: | 3116018 | PATENT |
| Registration Number: | 3403255 | PATENT |
| Registration Number: | 1900106 | PATENT CONSTRUCTION SYSTEMS |
| Registration Number: | 3403256 | PPATENT |
| Registration Number: | 2064302 | PRO 1000 |
| Registration Number: | 2007339 | PRO 1000 |
| Registration Number: | 1271507 | QES |
| Registration Number: | 1383015 | QES |
| Registration Number: | 1380063 | QES |
| Registration Number: | 1383970 | QES QUICK ERECT SCAFFOLD |
| Registration Number: | 1324044 | QES QUICK ERECT SCAFFOLD |
| Registration Number: | 2117101 | SCAFFOLD TRACKER |
| Registration Number: | 2867359 | SCAFFOLD TRACKER PROJECT PROFESSIONAL |
| Registration Number: | 0823865 | SGB |
| Registration Number: | 2115101 | SPRINT |
| Registration Number: | 1460601 | STUDFORM |
| Registration Number: | 2282046 | SUREDECK |
| Registration Number: | 0561559 | TROUBLE SAVER |
| Serial Number: | 85669591 | EASYSET |
| Serial Number: | 86671205 | ALUMA EASYSET |
| Serial Number: | 87007581 | INDUSTRIAL SPECIALISTS |

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

REEL: 006101 FRAME: 0626

| | |
|---|----------------------|
| Address Line 4: Washington, D.C. 20005 | |
| ATTORNEY DOCKET NUMBER: | F170983 BRAND SHARED |
| NAME OF SUBMITTER: | Emily Ohannessian |
| SIGNATURE: | /Emily Ohannessian/ |
| DATE SIGNED: | 07/12/2017 |
| Total Attachments: 8 source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page2.tif source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page3.tif source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page4.tif source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page5.tif source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page6.tif source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page7.tif source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page8.tif source=#89811740v1 - (#89804625v1 - (8.1 Notice and Confirmation of Grant of TM Security (Brand Shared)#page9.tif | |

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of June 21, 2017, made by BRAND SHARED SERVICES LLC, a Delaware limited liability company (the “Grantor”), in favor of GOLDMAN SACHS BANK USA, a Delaware corporation (the “Collateral Agent”), as administrative agent for the banks and other financial institutions (collectively, the “Lenders”) from time to time parties to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Brand Energy & Infrastructure Services, Inc., a Delaware corporation (together with its successors and assigns, the “Parent Borrower”), Aluma Systems Intermediate Holdings Inc., an Alberta corporation (together with its successors and assigns, the “Canadian Borrower”, and together with the Parent Borrower, the “Borrowers” and each individually, a “Borrower”), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans and the Initial Revolving Loans (collectively, the “Loans”) to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Parent Borrower, Midco and certain Domestic Subsidiaries of the Parent Borrower have executed and delivered the U.S. Guarantee and Collateral Agreement, dated as of June 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “U.S. Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other

financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the U.S. Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the U.S. Guarantee and Collateral Agreement. The U.S. Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the U.S. Guarantee and Collateral Agreement, the provisions of the U.S. Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BRAND SHARED SERVICES LLC,
as Grantor

By: 

Name: James R. Billingsley

Title: Vice President and Secretary

[Signature Page to Notice and Confirmation of Security Interest in Trademarks (Brand Shared Services LLC)]

TRADEMARK
REEL: 006101 FRAME: 0630

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:


Title:




Robert Ehudin
Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|---------------------------|--|--|----------------|----------------------|
| Brand Shared Services LLC | EASYSET | 85/669,591 | 7 /5 /2012 | N/A |
| Brand Shared Services LLC | BRAND | 1815144 | 7/6/92 | 1/4/94 |
| Brand Shared Services LLC | BRAND | 4688064 | 6/25/14 | 02/17/15 |
| Brand Shared Services LLC | BRAND ENERGY & INFRASTRUCTURE SERVICES | 4688075 | 6/25/14 | 02/17/15 |
| Brand Shared Services LLC | BRANDNET | 2668926 | 3/6/02 | 12/31/02 |
| Brand Shared Services LLC | BRANDPLAN | 2663042 | 3/6/02 | 12/17/02 |
| Brand Shared Services LLC | BRANDEZ | 2800144 | 2/25/03 | 12/30/03 |
| Brand Shared Services LLC | ALUMA EASYSET & Design | 86671205 | 6/23/15 | N/A |
| Brand Shared Services LLC | ALUMA SURE LOCK | 2077847 | 8/31/94 | 7/8/97 |
| Brand Shared Services LLC | ALUMA SYSTEMS & Design | 3340535 | 5/4/05 | 11/20/07 |
| Brand Shared Services LLC | ALUMA SYSTEMS | 4688060 | 6/25/14 | 02/17/15 |
| Brand Shared Services LLC | ALUMACS | 1356223 | 3/9/82 | 8/27/85 |
| Brand Shared Services LLC | ALUMA-DEK | 3061631 | 5/12/04 | 2/28/06 |
| Brand Shared Services LLC | HI-FLYER | 3142524 | 10/25/02 | 9/12/06 |
| Brand Shared Services LLC | BRAND | 4033844 | 9/23/10 | 10/4/11 |

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|---------------------------|--|--|----------------|----------------------|
| Brand Shared Services LLC | PRO COAT ATMOSPHERIC COATINGS SURVEY PROGRAMS & Design | 4566817 | 8/8/13 | 7/15/14 |
| Brand Shared Services LLC | PRO SERVICES PROGRAM RELIABILITY OPTIMIZATION SERVICES & Design | 4566818 | 8/8/13 | 7/15/14 |
| Brand Shared Services LLC | PRO THERM ENERGY CONSERVATION STUDIES MANAGEMENT & Design | 4566819 | 8/8/13 | 7/15/14 |
| Brand Shared Services LLC | 20K | 880742 | 11/26/68 | 11/18/69 |
| Brand Shared Services LLC | 20KA | 1203367 | 5/4/81 | 8/3/82 |
| Brand Shared Services LLC | CUPLOK | 1082272 | 6/1/77 | 1/17/78 |
| Brand Shared Services LLC | EASYSET | 85669591 | 7/5/12 | N/A |
| Brand Shared Services LLC | GASS | 2275755 | 4/6/98 | 9/7/99 |
| Brand Shared Services LLC | HÜNNEBECK | 4735665 | 9/21/12 | 5/12/15 |
| Brand Shared Services LLC | H & Design | 4735666 | 9/21/2012 | 5/12/15 |
| Brand Shared Services LLC | HSG & Design | 4756365 | 1/10/13 | 6/16/15 |
| Brand Shared Services LLC | HSG CONSTRUCTORS | 5193756 | 6/5/15 | 5/2/17 |
| Brand Shared Services LLC | HSG CONSTRUCTORS & Design | 5193757 | 6/5/15 | 5/2/17 |
| Brand Shared Services LLC | LOGIK | 2713863 | 12/20/99 | 5/6/03 |
| Brand Shared Services LLC | MOD-U-FORM | 924571 | 12/11/69 | 11/30/71 |
| Brand Shared Services LLC | PATENT | 3116018 | 6/2/04 | 7/18/06 |
| Brand Shared Services LLC | PATENT (Stylized)  | 3403255 | 1/16/06 | 3/25/08 |

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|---------------------------|---|--|----------------|----------------------|
| Brand Shared Services LLC | PATENT CONSTRUCTION SYSTEMS | 1900106 | 11/1/93 | 6/13/95 |
| Brand Shared Services LLC | P PATENT (stylized)  | 3403256 | 1/16/06 | 3/25/08 |
| Brand Shared Services LLC | PRO 1000 | 2064302 | 12/3/93 | 5/27/97 |
| Brand Shared Services LLC | PRO 1000 | 2007339 | 11/17/93 | 10/15/96 |
| Brand Shared Services LLC | QES | 1271507 | 6/26/82 | 3/27/84 |
| Brand Shared Services LLC | QES | 1383015 | 6/10/85 | 2/18/86 |
| Brand Shared Services LLC | QES & Design  | 1380063 | 6/24/85 | 1/28/86 |
| Brand Shared Services LLC | QES QUICK ERECT SCAFFOLD | 1383970 | 6/24/85 | 2/25/86 |
| Brand Shared Services LLC | QES QUICK ERECT SCAFFOLD & Design  | 1324044 | 10/25/83 | 3/12/85 |
| Brand Shared Services LLC | SCAFFOLD TRACKER | 2117101 | 8/16/96 | 11/25/97 |
| Brand Shared Services LLC | SCAFFOLD TRACKER PROJECT PROFESSIONAL | 2867359 | 5/15/02 | 7/27/04 |
| Brand Shared Services LLC | SGB | 823865 | 11/22/65 | 2/14/67 |
| Brand Shared Services LLC | SPRINT | 2115101 | 11/28/95 | 11/25/97 |
| Brand Shared Services LLC | STUDFORM | 1460601 | 10/12/82 | 10/13/87 |
| Brand Shared Services LLC | SUREDECK | 2282046 | 9/17/97 | 9/28/99 |

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|---------------------------|------------------------------------|---|------------------------|------------------------------|
| Brand Shared Services LLC | TROUBLE SAVER | 561559 | 5/28/51 | 7/15/52 |
| Brand Shared Services LLC | INDUSTRIAL SPECIALISTS & Design | 87/007,581 | 4 /20/2016 | N/A |