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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.207/06/2017
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ETAS ID: TM434057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFWAY GROUP HOLDING LLC		06/22/2017	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 Corporation: Delaware		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87013189	SAFRISE	
Serial Number:	87013176	SAFASCENT	
Serial Number:	87013179	SAFCAR	
Serial Number:	86844692	SAFRING	
Serial Number:	87013174	SAFTRAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F170983		
NAME OF SUBMITTER:	Emily Ohannessian		
SIGNATURE:	/Emily Ohannessian/		
DATE SIGNED:	07/06/2017		

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TRADEMARK
REEL: 006107 FRAME: 0063

Total Attachments: 5

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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 22, 2017, made by SAFWAY GROUP HOLDING 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, 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 that certain Assumption Agreement to the U.S. Guarantee and Collateral Agreement, dated as of June 22, 2017, in favor of the Collateral Agent, the Grantor became a party to the U.S. Guarantee and Collateral Agreement; 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.

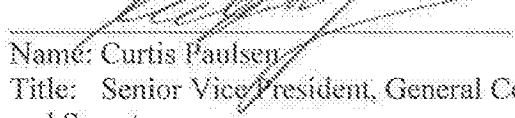
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

SAFWAY GROUP HOLDING LLC,
as Grantor

By: 
Name: Curtis Paulsen
Title: Senior Vice President, General Counsel
and Secretary

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
Safway Group Holding LLC	SAFRISE	87/013189	04/25/16	N/A
Safway Group Holding LLC	SAFASCENT SAFASCENT	87013176	04/24/16	N/A
Safway Group Holding LLC	SARCAR	87/013179	04/25/16	N/A
Safway Group Holding LLC	SAFRING	86/844692	12/10/15	N/A
Safway Group Holding LLC	SAFTRAN	87/013174	04/25/16	N/A