

900412342 07/06/2017

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.207/06/2017  
900412342

ETAS ID: TM434055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAFWAY SERVICES, LLC		06/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	BANK-NEW-YORK corporation: Delaware		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1538098	CABBY	
Registration Number:	2253208	DURAPLANK	
Registration Number:	2523977	EXPRESCAFF	
Registration Number:	696866	HI-LOAD	
Registration Number:	2745420		
Registration Number:	4545926		
Registration Number:	3083505	QUIKDECK	
Registration Number:	4088084	QUIKDECK	
Registration Number:	4769267	QUIKSHIELD	
Registration Number:	2632694	SAFLOAD	
Registration Number:	3806737	SAFLOCK SYSTEM SCAFFOLD	
Registration Number:	2723913	SAFMAX	
Registration Number:	4809022	SAFRISE CLIMBER	
Registration Number:	1531603	SAFWAY	
Registration Number:	4342599	SAFWAY	
Registration Number:	4069625	SAFWAY	
Registration Number:	725782	SAFWAY	
Registration Number:	4304443	SAFWAY TRACKING SYSTEM	
Registration Number:	1769726	SATURN	

OP \$690.00 1538098

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TRADEMARK  
REEL: 006107 FRAME: 0070

Property Type	Number	Word Mark
Registration Number:	683877	SPEEDLOCK
Registration Number:	4621805	STS
Registration Number:	4625816	THE SMART WAY
Registration Number:	510607	WACO
Registration Number:	2527926	WACO MAX
Registration Number:	1479307	WACO WEDGELOK
Registration Number:	2251794	WACO WRAP
Registration Number:	3780692	WEDGELOK

#### 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.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F170983

**NAME OF SUBMITTER:** Emily Ohannessian

**SIGNATURE:** /EMILY OHANNESSIAN/

**DATE SIGNED:** 07/06/2017

**Total Attachments: 6**

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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 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, 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 SERVICES, 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 Services, LLC	CABBY	1538098	9/26/88	5/9/89
Safway Services, LLC	DURAPLANK	2253208	3/2/98	6/15/99
Safway Services, LLC	EXPRESCAFF	2523977	7/23/99	1/1/02
Safway Services, LLC	HI-LOAD	696866	8/3/59	4/26/60
Safway Services, LLC	MISCELLANEOUS DESIGN (RED USED ON SCAFFOLDING)	2745420	4/9/96	8/5/03
Safway Services, LLC	PRODUCT CONFIGURATION NODE	4545926	6/9/11	6/10/14
Safway Services, LLC	QUIKDECK	3083505	11/4/03	4/18/06
Safway Services, LLC	QUIKDECK	4088084	8/2/11	1/17/12
Safway Services, LLC	QUIKSHIELD	4769267	6/19/13	7/7/15
Safway Services, LLC	SAFLOAD	2632694	6/28/00	10/8/02
Safway Services, LLC	SAFLOCK SYSTEM SCAFFOLD	3806737	10/30/09	6/22/10
Safway Services, LLC	SAFMAX	2723913	7/19/02	6/10/03
Safway Services, LLC	SAFRISE CLIMBER	4809022	6/19/13	9/8/15
Safway Services, LLC	SAFWAY	1531603	2/3/88	3/28/89
Safway Services, LLC	SAFWAY	4342599	10/9/12	5/28/13

<b>Owner</b>	<b>Trademark</b>	<b>(Application No.) / Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
Safway Services, LLC	SAFWAY	4069625	10/26/10	12/13/11
Safway Services, LLC	SAFWAY & Design	725782	05/31/61	1/2/62
Safway Services, LLC	SAFWAY TRACKING SYSTEM	4304443	6/13/12	3/19/13
Safway Services, LLC	SATURN & Design	1769726	9/21/92	5/11/93
Safway Services, LLC	SPEEDLOCK	683877	12/12/58	8/25/59
Safway Services, LLC	STS	4621805	1/30/13	10/14/14
Safway Services, LLC	THE SMART WAY	4625816	6/20/12	10/21/14
Safway Services, LLC	WACO	510607	10/17/47	6/7/49
Safway Services, LLC	WACO MAX	2527926	12/4/98	1/8/02
Safway Services, LLC	WACO WEDGELOK	1479307	6/26/86	3/8/88
Safway Services, LLC	WACO WRAP	2251794	4/23/97	6/8/99
Safway Services, LLC	WEDGELOK	3780692	04/27/10	