

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eco-Pan, Inc.		09/08/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3361705	ECO-PAN	
Registration Number:	3429689	ECO-PAN	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058806-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/11/2017		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 8th day of September, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association (“Wilmington Trust”), in its capacity as Collateral Agent (as defined in the Indenture) (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Indenture dated as of September 8, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Indenture”) by and among Brundage-Bone Concrete Pumping, Inc., a Colorado corporation, as issuer (the “Issuer”), the guarantors party thereto, Wilmington Trust, National Association, a national banking association, as Trustee, and Wilmington Trust, National Association, a national banking association, as Collateral Agent, the Issuer has issued \$154,287,000 aggregate principal amount of its 10.375% Senior Secured Notes due 2023; and

WHEREAS, each Grantor has agreed, under that certain Second Lien Security Agreement dated as of September 8, 2017 (the “Security Agreement”), to grant to Agent, for the benefit of the Trustee, Agent and the holders of the Notes (the “Noteholders”), a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Agent, the Trustee and the Noteholders, 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. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the 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 of the Agent, the Trustee and the Noteholders, 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 Schedule I;

(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. SECURITY FOR SECURED OBLIGATIONS. 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 Trustee, the Noteholders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving any Grantor.

4. SECURITY AGREEMENT. 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 Agent, the Trustee and the Noteholders, pursuant to the 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 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. 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 Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I 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. COUNTERPARTS. This Trademark Security Agreement is an Indenture 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 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. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. 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 SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


8. This agreement is being entered into by Wilmington Trust, not in its individual capacity, but solely in its capacity as Collateral Agent in the exercise of the powers and authority conferred and vested in it under the Indenture. The Agent shall be entitled to the rights, privileges, benefits, protections, immunities and indemnities conferred on the Collateral Agent under the Indenture as if the provisions setting forth those rights, privileges, benefits, protections, immunities and indemnities are incorporated here by this reference.

[signature page follows]

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:

**BRUNDAGE-BONE CONCRETE
PUMPING, INC.**, a Colorado corporation

By: 
Name: Iain Humphries
Title: Chief Financial Officer, Secretary and
Treasurer

ECO-PAN, INC., a Colorado corporation

By: 
Name: Iain Humphries
Title: Chief Financial Officer, Secretary and
Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

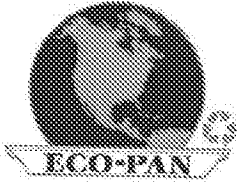
**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, a national banking association,
solely in its capacity as Collateral Agent




By: 
Name: Hallie E. Field
Title: Assistant Vice President




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**TRADEMARK
REEL: 006151 FRAME: 0382**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<i>Mark/Owner</i>	<i>Country</i>	<i>Reg. or App. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>
<p>ECO-PAN & Globe Design</p>  <p>Eco-Pan, Inc., 6461 Downing St., Denver CO 80229</p>	United States	Reg. No. 3,361,705	January 1, 2008	37
<p>ECO-PAN</p> <p>Eco-Pan, Inc., 6461 Downing St., Denver CO 80229</p>	United States	Reg. No. 3,429,689	May 20, 2008	6
<p>BRUNDAGE-BONE CONCRETE PUMPING</p> <p>Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229</p>	United States	87/356,532	N/A	35, 37

<i>Mark/Owner</i>	<i>Country</i>	<i>Reg. or App. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>
BRUNDAGE-BONE CONCRETE PUMPING & Design  Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229	United States	87/356,539	N/A	35, 37
BRUNDAGE-BONE CONCRETE PUMPING & Design  Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229	United States	87/356,549	N/A	35, 37
BB BRUNDAGE-BONE & Design  Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229	United States	87/356,561	N/A	37

<i>Mark/Owner</i>	<i>Country</i>	<i>Reg. or App. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>
BB BRUNDAGE-BONE & Design  Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229	United States	87/356,566	N/A	37
BB CONCRETE PUMP PARTS Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229	United States	87/356,573	N/A	35
BB CONCRETE PUMP PARTS & Design  Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229	United States	87/356,580	N/A	35
JLS CONCRETE PUMPING & Design  Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229	United States	87/356,584	N/A	37

<i>Mark/Owner</i>	<i>Country</i>	<i>Reg. or App. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>
<p>JLS CONCRETE PUMPING & Design</p>  <p>Brundage-Bone Concrete Pumping, Inc., 6461 Downing St., Denver CO 80229</p>	United States	87/356,588	N/A	37