

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BROCK ENTERPRISES, LLC		10/27/2017	Limited Liability Company: TEXAS
BROCK HOLDINGS III, INC.		10/27/2017	Corporation: DELAWARE
BROCK SERVICES, LLC		10/27/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank, as Collateral Agent		
<b>Street Address:</b>	300 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Utah State Bank: UTAH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2284672	BROCK	
<b>Registration Number:</b>	3625584	XPS 60	
<b>Registration Number:</b>	2393495		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis		
<b>SIGNATURE:</b>	/Corenda R. Lewis/		
<b>DATE SIGNED:</b>	11/06/2017		

OP \$90.00 2284672

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

BROCK ENTERPRISES, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC

- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 27, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(jes)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, as Collateral Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James Murray

Internal Address: CT Corporation System

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

November 3, 2017

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Page 2

Continuation of the information in Item 1 (Trademark Recordation form cover sheet  
Security Interest)

**Name of additional Conveying Parties:**

BROCK HOLDINGS III, INC.  
Delaware Corporation

BROCK SERVICES, LLC  
Texas LLC

ABL TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2017 (this "Agreement"), among the Parties on the signature pages hereto and ALLY BANK, as U.S. Collateral Agent (the "Collateral Agent").

Reference is made to the ABL Collateral Agreement dated as of October 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among BROCK HOLDINGS II, INC. ("*Holdings*"), THE BROCK GROUP, INC. ("*Ultimate Parent*"), BROCK HOLDINGS III, INC., (the "*Specified U.S. Borrower*"), each Domestic Subsidiary of Holdings from time to time identified therein as a party (each, a "*Subsidiary Loan Party*") and Collateral Agent. The obligations of the Lenders to make certain financial accommodations to the Loan Parties are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations or Secured Guarantee, each Pledgor, hereby grants to the Collateral Agreement, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Pledgor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule A (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Collateral Agreement. The Security Interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

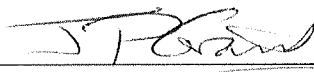
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

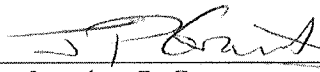
IN WITNESS WHEREOF, each Pledgor has caused this ABL Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROCK ENTERPRISES, LLC, as Pledgor

By: Brock Holdings III, Inc., Sole Member

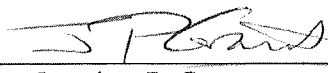
By:   
Name: Jonathan P. Grant  
Title: Chief Financial Officer

BROCK HOLDINGS III, INC., as Pledgor

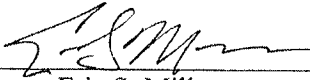
By:   
Name: Jonathan P. Grant  
Title: Chief Financial Officer

BROCK SERVICES, LLC, as Pledgor

By: Brock Holdings III, Inc., Sole Member

By:   
Name: Jonathan P. Grant  
Title: Chief Financial Officer

ALLY BANK, as Collateral Agent

By:   
Name: Eric S. Miller  
Title: Authorized Signatory



**SCHEDULE A**

<b>Entity</b>	<b>Trademark</b>	<b>Federally Registered</b>	<b>Registration Date</b>	<b>Registration Number</b>
Brock Enterprises, LLC	"BROCK"	Yes	October 12, 1999	2,284,672
Brock Holdings III, Inc.	"XPS 60"	Yes	May 26, 2009	3,625,584
Brock Services, LLC (formerly Atlantic Scaffolding Company, LLC)	Triangular designed service mark registration	Yes	October 10, 2000	2,393,495