

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAMSEY WINCH COMPANY		11/06/2017	Corporation: OKLAHOMA
AUTO CRANE COMPANY		11/06/2017	Corporation: OKLAHOMA
ESKRIDGE, INC.		11/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY BANK, AS AGENT		
Street Address:	300 PARK AVENUE - 4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	STATE BANK: UTAH		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1205169	HYDRASYNC	
Registration Number:	1233929	E ESKRIDGE	
Registration Number:	2373686	LOAD-N-LOCK	
Registration Number:	1113005	AUTO CRANE COMPANY	
Registration Number:	3163186	AUTO CRANE	
Registration Number:	2898203	TITAN	
Serial Number:	87334767	TITAN ARMOR	
Registration Number:	3650446	WILDCAT WINCH SERIES	
Registration Number:	3650442	POWERMASTER SERIES	
Registration Number:	1437732	RAMSEY	
Registration Number:	3037344	RAMSEY WINCH	
Registration Number:	3203355	DOW-LOK	
Registration Number:	3203356	RAM-LOK	
Registration Number:	4919024	SIERRA	
Serial Number:	87147656	HERCULES	
CORRESPONDENCE DATA			

CH \$390.00 1205169

Fax Number: 3126095005

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.

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31656.00.0109
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NAME OF SUBMITTER:	Holly Miller
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SIGNATURE:	/Holly Miller/
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DATE SIGNED:	11/06/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2017, is made by the undersigned (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of ALLY BANK (“**Ally**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 6, 2017 (as the same may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) NEPRH ACQUISITION INC., an Oklahoma corporation (“**NEPRH Acquisition**” and, in its capacity as the initial Borrower prior to the consummation of the Closing Date Acquisition, the “**Initial Borrower**”), (ii) upon and after the consummation of the Closing Date Acquisition, each of RAMSEY HOLDINGS INC., a Delaware corporation (“**Ramsey Holdings**”) and RAMSEY INDUSTRIES, INC., an Oklahoma corporation (“**Ramsey**” and together with the Initial Borrower and Ramsey Holdings, collectively the “**Borrowers**” and each individually, a “**Borrower**”), (iii) NEPRH HOLDINGS INC., a Delaware corporation (“**Holdings**”), (iv) the other Credit Parties from time to time party thereto, (v) the Lenders and the L/C Issuers from time to time party thereto and (vi) Ally, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The term of this Trademark Security Agreement shall be coterminous with the Guaranty and Security Agreement. In the event that any provision of the Guaranty and Security Agreement conflicts with this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

RAMSEY WINCH COMPANY, an Oklahoma corporation, as a Grantor

By: 
Name: Bryan K. Fleming
Title: Chief Financial Officer

AUTO CRANE COMPANY, an Oklahoma corporation, as a Grantor

By: 
Name: Bryan K. Fleming
Title: Chief Financial Officer

ESKRIDGE, INC., a Delaware corporation, as a Grantor

By: 
Name: Bryan K. Fleming
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By: 

Name: Daniel Duffy

Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Trademark Applications

Owner	Trademark	Country	Serial No. / Filing Date	Registration No. / Issue Date	Status
Eskridge	HYDRASYNC	United States	73324694 08/21/1981	1205169 08/17/1982	Registered
Eskridge	E Eskridge and Design	United States	73319377 07/17/1981	1233929 04/05/1983	Registered
Eskridge	LOAD-N-LOCK	United States	75515536 07/08/1998	2373686 08/01/2000	Registered
Auto Crane	AUTO CRANE COMPANY AND DESIGN	United States	73142965 09/29/1977	1113005 02/13/1979	Registered
Auto Crane	Auto Crane and Design	United States	76612681 09/17/2004	3163186 10/24/2006	Registered
Auto Crane	TITAN (Stylized)	United States	78219869 02/27/2003	2898203 10/26/2004	Registered
Auto Crane	Titan Armor	United States	87334767 02/14/2017	-	Pending
Ramsey Winch	WILDCAT WINCH SERIES AND DESIGN	United States	77632245 12/12/2008	3650446 07/07/2009	Registered
Ramsey Winch	POWERMASTER SERIES AND DESIGN	United States	77632193 12/12/2008	3650442 07/07/2009	Registered
Ramsey Winch	RAMSEY	United States	73496394 08/24/1984	1437732 04/28/1987	Registered
Ramsey Winch	Ramsey Winch and Design	United States	76612682 09/17/2004	3037344 01/03/2006	Registered
Ramsey Winch	DOW-LOK	United States	76656887 03/20/2006	3203355 01/30/2007	Registered
Ramsey Winch	RAM-LOK	United States	76656888 03/20/2006	3203356 01/30/2007	Registered
Ramsey Winch	Sierra	United States	86418180 10/08/2014	4919024 03/15/2016	Registered
Ramsey Winch	Hercules	United States	87147656 08/23/2016	-	Pending