

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453648

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 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 |
| RECEIVING PARTY DATA | | | |
| Name: | AIPCF VI BROCK FUNDING, LLC | | |
| Street Address: | 330 Madison Avenue, 28th Floor | | |
| Internal Address: | c/o American Industrial Partners | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2284672 | BROCK | |
| Registration Number: | 3625584 | XPS 60 | |
| Registration Number: | 2393495 | | |
| 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> | | | |
| Email: | jbraibanti@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com | | |
| Correspondent Name: | Jill C. Braibanti | | |
| Address Line 1: | 1285 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10019-6064 | | |
| ATTORNEY DOCKET NUMBER: | 21426-006 | | |
| NAME OF SUBMITTER: | Jill C. Braibanti | | |
| SIGNATURE: | /Jill C. Braibanti/ | | |
| DATE SIGNED: | 12/07/2017 | | |

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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2017 (this “Agreement”), among the Parties on the signature pages hereto and AIPCF VI BROCK FUNDING, LLC, as Collateral Agent (the “Collateral Agent”).

Reference is made to the Second Lien 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”), among The Brock Group, Inc., a Delaware corporation (the “Company”), the Subsidiary Notes Parties (as identified therein) and the Collateral Agent. The Purchasers have agreed to purchase Notes from the Company and exchange the Incremental Facility Claims (as defined in the Restructuring Support Agreement) for Notes subject to the terms and conditions set forth in the Note Purchase and Exchange Agreement, dated as of October 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Notes Agreement”), among the Company, the Guarantors named on the signature pages thereto, the Purchasers named on the Signature pages thereto and the Collateral Agent. The obligations of the Purchasers to make such purchases and exchange are conditioned upon, among other things, the execution and delivery of this Agreement. The Parties hereto are affiliates of the Company, will derive substantial benefits from the purchase and exchange of the Notes pursuant to the Notes Agreement and are willing to execute and deliver this Agreement in order to induce the Purchasers to make such purchases and exchange. 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 Notes Obligations, each Pledgor, hereby grants to the Collateral Agent, 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 Second Lien 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*

Kristal D Hunter
Name: Kristal D Hunter
Title: Secretary

BROCK HOLDINGS III, INC.,

as Pledgor

by

Kristal D Hunter
Name: Kristal D Hunter
Title: Secretary

BROCK SERVICES, LLC

as Pledgor

by Brock Holdings III, Inc., *Sole
Member*

Kristal D Hunter
Name: Kristal D Hunter
Title: Secretary

AIPCF VI BROCK FUNDING, LLC, as
Collateral Agent

By: AIPCF VI Cayman AIV Fund, LP, its
managing member

By: AIPCF VI (Cayman), L.P., its general
partner

By: AIPCF VI (Cayman), Ltd., its general
partner

By:



Name: Stan Edme
Title: Vice President

SCHEDULE A

| Entity | Trademark | Federally Registered | Registration Date | Registration Number |
|---|---|-----------------------------|--------------------------|----------------------------|
| 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) ¹ | Triangular designed service mark registration | Yes | October 10, 2000 | 2,393,495 |

¹ Atlantic Scaffolding Company, LLC was merged into Brock Services, LLC on December 20, 2013.
 [Signature Page to Release of Security Interest in Trademarks]