

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.C. RASMUSSEN CORPORATION		12/22/2017	Corporation: WASHINGTON
MEP HEC RASMUSSEN, LLC		12/22/2017	Limited Liability Company: DELAWARE
RASMUSSEN EQUIPMENT COMPANY		12/22/2017	Corporation: WASHINGTON
RASMUSSEN WIRE ROPE & RIGGING CO.		12/22/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	FIRST MIDWEST BANK, as Administrative Agent		
Street Address:	8501 West Higgins Road		
Internal Address:	Suite 230		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	Illinois Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3618028	RASMUSSEN	
Registration Number:	3618027	RASMUSSEN	
Registration Number:	3747146	RASMUSSEN	
Registration Number:	3514707	RASMUSSEN	
Registration Number:	3518865	RASMUSSEN	
Registration Number:	2193040		
Registration Number:	2123248		
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Phone:	312-609-7798		
Email:	ablekhman@vedderprice.com		
TRADEMARK			

CH \$190.00 3618028

Correspondent Name: Aida Blehman
Address Line 1: Vedder Price P.C.
Address Line 2: 222 N. LaSalle Street, 25th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 51425.00.0002

NAME OF SUBMITTER: Aida Blehman

SIGNATURE: /Aida Blehman/

DATE SIGNED: 12/22/2017

Total Attachments: 5

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**GRANT OF SECURITY INTEREST IN TRADEMARK, PATENT
AND COPYRIGHT RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK, PATENT and COPYRIGHT RIGHTS (this "Agreement"), dated as of December 22, 2017 is made by **R.C. RASMUSSEN CORPORATION**, a Washington corporation ("RCR"), **MEP HEC RASMUSSEN, LLC**, a Delaware limited liability company ("MHR"), **RASMUSSEN EQUIPMENT COMPANY**, a Washington corporation ("REC"), and **RASMUSSEN WIRE ROPE & RIGGING CO.**, a Washington corporation ("RWR") (collectively, "Grantors" and, individually, each a "Grantor"), in favor of **FIRST MIDWEST BANK**, an Illinois banking corporation, as administrative agent for the lenders party to the Loan Agreement (as defined below) (in such capacity, the "Administrative Agent") in connection with that certain Loan and Security Agreement dated as of December 22, 2017 among Grantors, the Lenders party thereto and the Administrative Agent (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all intellectual property constituting Collateral, including the Trademarks, Patents and Copyrights listed on Schedule A hereto (the "Intellectual Property"); and

WHEREAS, the Grantors have 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 extensions of credit to the Borrowers pursuant to the Loan Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1 Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against, all of the Grantors' right, title and interest in, to and under the Trademarks, Patents and Copyrights (including, without limitation, the Intellectual Property) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2 Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark and the United States Copyright Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3 Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan 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 any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

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 original.

SECTION 5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

(Signature Page Follows)

(Signature Page to Grant of Security Interest In Trademark, Patent and Copyright Rights)

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.

GRANTORS: R.C. RASMUSSEN CORPORATION, a Washington corporation

By: Mark Danzi
Mark Danzi
Vice President and Secretary

MEP HEC RASMUSSEN, LLC, a Delaware limited liability company

By: Mark Danzi
Mark Danzi
Vice President and Secretary

RASMUSSEN EQUIPMENT COMPANY, a Washington corporation

By: Mark Danzi
Mark Danzi
Vice President and Secretary

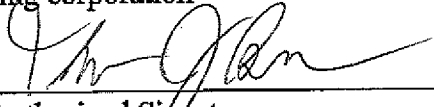
RASMUSSEN WIRE ROPE & RIGGING CO., a Washington corporation

By: Mark Danzi
Mark Danzi
Vice President and Secretary

(Signature Page to Grant of Security Interest In Trademark, Patent and Copyright Rights)

ADMINISTRATIVE AGENT:

**FIRST MIDWEST BANK, an Illinois
banking corporation**

By: 
Authorized Signatory



SCHEDULE A

(To Grant Security Interest in Trademark, Patent and Copyright Rights)

Patents

None.

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
R.C. Rasmussen Corporation	RASMUSSEN	Mexico	1029940	2008-03-13
	RASMUSSEN	China, Japan, and South Korea (Designations under the Madrid Protocol)	932352	12.07.2007
	RASMUSSEN	United States	3618028	12.05.2009
	RASMUSSEN	United States	3618027	12.05.2009
	RASMUSSEN	United States	3747146	09.02.2010
	RASMUSSEN	United States	3514707	14.10.2008
	RASMUSSEN	United States	3518865	21.10.2008
Rasmussen Equipment Company		United States	2193040	6.10.1998
Rasmussen Wire Rope & Rigging Co.		United States	2123248	23.12.1997

Copyrights

<u>Grantor</u>	<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
R.C. Rasmussen Corporation	Rasmussen	TX0002145203	1987-09-08