

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powerteam Services, LLC		03/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Agent		
Street Address:	11 Madison Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank Association: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5288940	POWERTEAM	
Registration Number:	5274392	POWERTEAM SERVICES	
Serial Number:	87593919	DC DISTRIBUTION CONSTRUCTION	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0865		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	03/06/2018		
Total Attachments: 6			
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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 6, 2018, made by POWERTEAM SERVICES, LLC, a Delaware limited liability company, having a principal place of business at 3434 Kildaire Farm Rd., Ste. 395, Cary, NC 27518 (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at Eleven Madison Avenue, New York, New York 10010, as administrative agent (the "Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time party to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement defined below).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Grantor, POWERTEAM SERVICES MIDCO, LLC, a Delaware limited liability company (together with any successor in interest thereto, " Holding"), the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor, Holding and the Agent have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of March 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except as provided in Subsection 3.3 of the Second Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral 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 a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 5. 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 instrument.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD

REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER
JURISDICTION.

* * *

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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.

POWERTEAM SERVICES, LLC

By: W. Thomas Newell

Name: W. Thomas Newell


Title: Chief Legal Officer

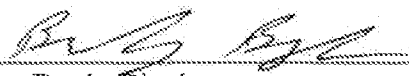
[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks --
PowerTeam Services, LLC]

TRADEMARK
REEL: 006312 FRAME: 0660

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

as Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

[Signature Page to Second Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>Application No. / Serial No.</u>	<u>Reg. No.</u>
DC DISTRIBUTION CONSTRUCTION	87593919	N/A
POWERTEAM	87127319	5288940
POWERTEAM SERVICES	87127313	5274392