

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM480765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (ABL FACILITY)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRANES, INC.		07/05/2018	Corporation: DELAWARE
NCSG CRANE & HEAVY HAUL SERVICES LTD.		07/05/2018	Limited Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	226 Bay Street, 26th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1J7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4353170	MULLEN	
Registration Number:	4742430	NCSG	
Registration Number:	4824658	NCSG	
Registration Number:	4766738	NCSG CRANE & HEAVY HAUL SERVICES	
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>			
Phone:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	07/05/2018		

CH \$115.00 4353170

Total Attachments: 5

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND
PATENTS (ABL FACILITY)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (ABL FACILITY) dated as of July 5, 2018 (this “Agreement”), made by NCSG CRANE & HEAVY HAUL SERVICES LTD., an Alberta corporation, and CRANES, INC. (as successor in interest to NCSG Crane & Heavy Haul Corporation), a Delaware corporation (collectively, the “Pledgors”), in favor of ROYAL BANK OF CANADA, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to the Amended and Restated U.S. Collateral Agreement (ABL) dated as of July 5, 2018 (as heretofore amended and/or supplemented and as may hereafter may be amended and/or supplemented, the “Collateral Agreement”), among, *inter alia*, the Pledgors and ROYAL BANK OF CANADA as collateral agent for the benefit of the Secured Parties (together with its successors in such capacity, the “Collateral Agent”). 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 and performance, as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets 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, but excluding any Excluded Property, the “IP Collateral”):

- (a) all U.S. trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, now existing or hereafter adopted or acquired, all registrations thereof (if any), 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 the Lanham Act has been filed, to the extent that, and solely during the period for which, 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 I and (b) all goodwill associated therewith or symbolized thereby; and

(b) all patents of the United States of America and all applications for patents of the United States of America, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein.

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. The Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the IP 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.

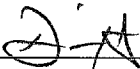
SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgors' Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgors' Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgors as the Pledgors may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgors to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

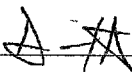
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CRANES, INC.

By: 
Name:
Title:

NCSG CRANE & HEAVY HAUL SERVICES LTD.

By: 
Name:
Title:

[Signatures Continue on Next Page]

ROYAL BANK OF CANADA, as Collateral
Agent

By: 
Name: _____
Title: Susan Khokher
Manager, Agency

[Signature Page to Notice of Grant of Security Interest in Trademarks and Patents (ABL Facility) (U.S.)]

TRADEMARK



REEL: 006373 FRAME: 0221

Schedule I

Patent Registrations and Patent Applications

Title	Country	Registration No.	App. No. / Filed	Owner(s) of Record	Status
Adjustable Spreader Bar System	US	8,955,894	13421332 / 3/15/2012	NCSG Crane & Heavy Haul Corporation	Granted

Trademark Registrations and Trademark Applications

Trademark	Country/ State	Reg. No. / Date	App. No. / Filed	Owner of Record	Status
MULLEN MULLEN	US	4353170 / 6/18/2013	85736082 / 9/24/2012	NCSG Crane & Heavy Haul Services Ltd.	Registered
	US	4742430 / 5/26/2015	86338463 / 7/16/2014	NCSG Crane & Heavy Haul Services Ltd.	Registered
NCSG	US	4824658 / 10/6/2015	85855223 / 2/20/2013	NCSG Crane & Heavy Haul Services Ltd.	Registered
	US	4766738 / 7/7/2015	85855325 / 2/20/2013	NCSG Crane & Heavy Haul Services Ltd.	Registered