

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNELSON COMPANIES, INC.		08/07/2018	Corporation: WASHINGTON
SOUTHEAST DIRECTIONAL DRILLING, LLC		08/07/2018	Limited Liability Company: MINNESOTA
POWER LINE SERVICES, INC.		08/07/2018	Corporation: DELAWARE
POWER LINE SERVICES, INC.		08/07/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4324350	BUILDING THE INFRASTRUCTURE THAT MOVES E	
Registration Number:	2886352	AIR2	
Serial Number:	87776403	OUR POWER IS IN OUR PEOPLE	
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		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/AG		

CH \$90.00 4324350

DATE SIGNED:

08/07/2018

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of August 7, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of BARCLAYS BANK PLC (“*Barclays*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PLH Constructors, Inc., a Delaware corporation, PLH Infrastructure Services, Inc., a Delaware corporation, the Lenders from time to time party thereto, certain other parties, and Barclays Bank PLC, as Collateral Agent, are parties to that certain Term Loan Credit Agreement dated as of August 7, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*Credit Agreement*”);

WHEREAS, as a condition precedent to the entering into of the Credit Agreement, the maintaining and making of the Loans, the issuance of Letters of Credit by any Letter of Credit Issuer and Lenders’ and their Affiliates willingness to extend other financial accommodations under the Credit Agreement, each Grantor has executed and delivered that certain US Security Agreement dated as of August 7, 2018 made by the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*US Security Agreement*”; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the US Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO, the USCO and CIPO, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by each Grantor of all present and future Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in or to any and all of the following properties and assets of such Grantor and all powers and rights of such Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the “*IP Collateral*”):

- (A) the patents and patent applications (including Canadian industrial designs and industrial design applications) set forth in Schedule A hereto (the “*Patents*”);

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(C) the copyright registrations and applications owned or exclusively licensed as set forth in Schedule C hereto (the “*Copyrights*”); and

(D) any and all licenses to any of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, the Canadian Intellectual Property Office and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the US Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the US Security Agreement, the US Security Agreement shall govern and control.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

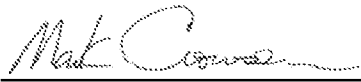
SECTION 6. ABL/Term Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted in the Collateral to the Collateral Agent pursuant to this IP Security Agreement, the obligation of the Grantors to deliver possession or control of any Collateral to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Holdings, the Borrower and the other Grantors (as defined therein), Barclays Bank PLC, as ABL Collateral Agent and Barclays Bank PLC, as Fixed Asset Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

GRANTORS:


SOUTHEAST DIRECTIONAL DRILLING, LLC

By: 
Name: Mark Crowson
Title: CEO

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

GRANTORS:

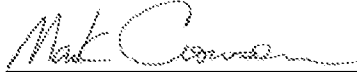
SNELSON COMPANIES, INC.

By:  _____
Name: Mark Crowson
Title: CEO

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

GRANTORS:


POWER LINE SERVICES, INC., a Delaware entity

By:  _____
Name: Mark Crowson
Title: President and CEO

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

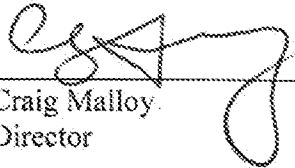
GRANTORS:

POWER LINE SERVICES, INC., a Texas entity

By:  _____
Name: Mark Crowson
Title: CEO

COLLATERAL AGENT:

BARCLAYS BANK PLC, as Collateral Agent

By: 
Name: Craig Malloy
Title: Director

[Signature page to IP Security Agreement (TL)]

SCHEDULE A

PATENTS

Owner	Title	Filing Date	Patent / Publication No.	App. No.
SOUTHEAST DIRECTIONAL DRILLING, LLC	Remote Controlled Vehicle	10/5/10	Pub No.: US 2012/008 3944 A1 Patent No. 8,571,709	12/898, 148
SOUTHEAST DIRECTIONAL DRILLING, LLC	Remote Controlled Vehicle	8/22/13	Pub. No.: 20130333 970 Patent No.: 9,221,488	13/973, 561
SOUTHEAST DIRECTIONAL DRILLING, LLC	Reamer and Methods for Directional Drilling	4/26/10	Pub No.: US 7,958,950 B2 Patent No. 7,958,950	12/767, 085
SOUTHEAST DIRECTIONAL DRILLING, LLC	Reamer and Methods for Directional Drilling	8/7/08	Pub No.: US 7,730,969 B2 Patent No. 7,730,969	12/187, 521
SOUTHEAST DIRECTIONAL DRILLING, LLC	Reamer and Methods for Directional Drilling	5/27/10	Pub. No.: 2010- 0263936 Patent No. 8,281,876	12/788, 654
SOUTHEAST DIRECTIONAL DRILLING, LLC	Reamer and Methods for Directional Drilling	6/27/08	61/067,29 8 <u>EXPIRE</u> <u>D</u>	
SOUTHEAST DIRECTIONAL DRILLING, LLC	Mobile Self-Erecting Directional Drilling Rig Apparatus	5/20/10	Pub No.: US 2010- 0224381- A1	12/783, 943

Owner	Title	Filing Date	Patent / Publication No.	App. No.
			Patent No. 8,087,473	
SOUTHEAST DIRECTIONAL DRILLING, LLC	Mobile Self-Erecting Directional Drilling Rig Apparatus	7/6/07	Pub No.: US 2009-0008110-A1 Patent No. 7,748,471	11/774,365
SOUTHEAST DIRECTIONAL DRILLING, LLC	Casing Puller	10/25/2012	Pub. No.: 2014-0119835 Patent No.: 9,085,945	13/660,119

SCHEDULE B

TRADEMARKS

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Snelson Companies, Inc.	BUILDING THE INFRASTRUCTURE THAT MOVES ENERGY	U.S. Federal	85720241	9/4/2012	4324350	4/23/13
Power Line Services, Inc., a Delaware corporation	AIR2	U.S. Federal	78-231221		2886352	9/21/04
Power Line Services, Inc., a Texas corporation	OUR POWER IS IN OUR PEOPLE	U.S. Federal	87-776403	6/19/2018		

SCHEDULE C

COPYRIGHTS

None.