

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM500940

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brundage-Bone Concrete Pumping, Inc.		12/06/2018	Corporation: COLORADO
Eco-Pan, Inc.		12/06/2018	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5445999	BB CONCRETE PUMP PARTS	
<b>Registration Number:</b>	5446000	BB CONCRETE PUMP PARTS	
<b>Registration Number:</b>	5368322	BRUNDAGE-BONE CONCRETE PUMPING	
<b>Registration Number:</b>	5368323	BRUNDAGE-BONE CONCRETE PUMPING	
<b>Registration Number:</b>	5368324	BRUNDAGE-BONE CONCRETE PUMPING	
<b>Registration Number:</b>	5368325	BB BRUNDAGE-BONE	
<b>Registration Number:</b>	5290778	BB BRUNDAGE-BONE	
<b>Registration Number:</b>	5368326	JLS CONCRETE PUMPING	
<b>Registration Number:</b>	5368327	JLS CONCRETE PUMPING	
<b>Registration Number:</b>	3429689	ECO-PAN	
<b>Registration Number:</b>	3361705	ECO-PAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		

TRADEMARK

<b>Address Line 1:</b>	One Federal Street
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
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<b>SIGNATURE:</b>	/Linda A. Salera/
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<b>DATE SIGNED:</b>	12/06/2018
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**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6<sup>th</sup> day of December, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **INDUSTREA ACQUISITION CORP.**, a Delaware corporation, **CONCRETE PUMPING HOLDINGS ACQUISITION CORP.** (to be renamed Concrete Pumping Holdings, Inc. upon consummation of the Concrete Pumping Acquisition (as defined in the Credit Agreement), a Delaware corporation, **CONCRETE PUMPING INTERMEDIATE ACQUISITION CORP.**, a Delaware corporation, **CONCRETE PUMPING MERGER SUB INC.**, a Delaware corporation (“Concrete Merger Sub”), which upon the consummation of the Concrete Pumping Acquisition will be merged with and into the existing **CONCRETE PUMPING HOLDINGS, INC.**, a Delaware corporation (which is to be renamed Brundage-Bone Concrete Pumping Holdings Inc. upon consummation of the Concrete Pumping Acquisition) (the “Target”), **BRUNDAGE-BONE CONCRETE PUMPING, INC.**, a Colorado corporation (“Brundage Pumping”), and **ECO-PAN, INC.**, a Colorado corporation (“Eco-Pan US”; and together with Concrete Merger Sub, the Target, Brundage Pumping and each other Person that from time to time that becomes party thereto as a US Borrower in accordance with the terms thereof, each a “US Borrower” and collectively the “US Borrowers”), **CAMFAUD CONCRETE PUMPS LIMITED**, a private limited company incorporated and registered under the laws of England and Wales with Company Number 02635232 (“Camfaud Concrete”) and **PREMIER CONCRETE PUMPING LIMITED**, a private limited company incorporated and registered under the laws of England and Wales with Company Number 01714938 (“Premier Concrete”, and together Camfaud Concrete and together with those additional entities that become parties thereto as “UK Borrowers” in accordance with the terms thereof, each a “UK Borrower”, and collectively, the “UK Borrowers”; UK Borrowers and US Borrowers are each hereinafter referred to as a “Borrower”, and collectively, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent, and **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**, a private limited company incorporated and registered under the laws of England a Wales with company numbers 02656007 (in such capacity, together with its successors and assigns in such capacity, “UK Security Agent”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of December 6, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

2. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section,

Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]



**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

By: \_\_\_\_\_

Name:

Kathryn A. Scharre

Title:

Its Authorized Signatory

**SCHEDULE I**

**to**

**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

<b>Mark/Name</b>	<b>App. No./Reg. No.</b>	<b>Grantor</b>	<b>Registration Date</b>
BB CONCRETE PUMP PARTS	RN: 5,445,999 SN: 87356573	Brundage-Bone Concrete Pumping, Inc.	April 17, 2018
BB CONCRETE PUMP PARTS and Design	RN: 5,446,000 SN: 87356580	Brundage-Bone Concrete Pumping, Inc.	April 17, 2018
BRUNDAGE-BONE CONCRETE PUMPING	RN: 5368322 SN: 87356532	Brundage-Bone Concrete Pumping, Inc.	January 2, 2018
BRUNDAGE-BONE CONCRETE PUMPING and Design	RN: 5368323 SN: 87356539	Brundage-Bone Concrete Pumping, Inc.	January 2, 2018
BRUNDAGE-BONE CONCRETE PUMPING and Design	RN: 5368324 SN: 87356549	Brundage-Bone Concrete Pumping, Inc.	January 2, 2018
BB BRUNDAGE-BONE and Design	RN: 5368325 SN: 87356566	Brundage-Bone Concrete Pumping, Inc.	January 2, 2018



Mark/Name	App. No./Reg. No.	Grantor	Registration Date
BB BRUNDAGE-BONE and Design	RN: 5290778 SN: 87356561	Brundage-Bone Concrete Pumping, Inc.	September 19, 2017
JLS CONCRETE PUMPING and Design	RN: 5,368,326 SN: 87356584	Brundage-Bone Concrete Pumping, Inc.	January 2, 2018
JLS CONCRETE PUMPING and Design	RN: 5,368,327 SN: 87356588	Brundage-Bone Concrete Pumping, Inc.	January 2, 2018
ECO-PAN	RN: 3,429,689 SN: 77154049	Eco-Pan, Inc.	May 20, 2008
ECO-PAN and Design	RN: 3,361,705 SN: 77154097	Eco-Pan, Inc.	January 1, 2008

#### Trade Names

Brundage-Bone Concrete Pumping, Inc.:

1. "O'Brien Concrete Pumping-Arizona, Inc." (registered in Arizona/Colorado).
2. "O'Brien Concrete Pumping-Colorado, Inc." (registered in Colorado).
3. "AJ Concrete Pumping" (registered in South Carolina).
4. "TGP, Inc." (registered in Texas).
5. "Dyna-Pump" (registered in Texas).
6. "Kenyon Concrete Pumping" (registered in South Carolina).

7. "S.R.C. Pumping, LLC" (registered in Texas).
8. "Solid Rock Concrete Pumping" (registered in Texas).
9. "Action Concrete Pumping" (registered in South Carolina).
10. "Darts Equipment" (registered in South Carolina).
11. "L&G Leasing" (registered in South Carolina).

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.