

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brundage-Bone Concrete Pumping, Inc.		12/06/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5445999	BB CONCRETE PUMP PARTS	
Registration Number:	5446000	BB CONCRETE PUMP PARTS	
Registration Number:	5368322	BRUNDAGE-BONE CONCRETE PUMPING	
Registration Number:	5368323	BRUNDAGE-BONE CONCRETE PUMPING	
Registration Number:	5368324	BRUNDAGE-BONE CONCRETE PUMPING	
Registration Number:	5368325	BB BRUNDAGE-BONE	
Registration Number:	5290778	BB BRUNDAGE-BONE	
Registration Number:	5368326	JLS CONCRETE PUMPING	
Registration Number:	5368327	JLS CONCRETE PUMPING	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 5445999

ATTORNEY DOCKET NUMBER:	1023131 Brundage
NAME OF SUBMITTER:	Brandon Okun
SIGNATURE:	/Brandon Okun/
DATE SIGNED:	12/06/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 6, 2018, (this “Agreement”), by Brundage-Bone Concrete Pumping, Inc., a Colorado corporation (the “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined in the Term Loan Agreement (as defined below)) have extended credit to the Borrower (as defined in Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of December 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Term Loan Agreement”), by and among, inter alios, Concrete Pumping Holdings Acquisition Corp., a Delaware corporation, as Holdings, Concrete Pumping Intermediate Acquisition Corp., a Delaware corporation, as Intermediate Holdings, Industrea Acquisition Corp., a Delaware corporation, as Buyer, Concrete Pumping Merger Sub, Inc., a Delaware corporation, which will be merged with and into Concrete Pumping Holdings, Inc. (to be renamed Brundage-Bone Concrete Pumping Holdings Inc.), a Delaware corporation, as the Borrower, the Lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent for the Lenders. 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Trademarks, including the Trademark registrations and applications for registration with the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications with the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and applications for registration with the United States Copyright Office and all Exclusive Copyright Licenses, in each case, listed on Schedule III hereto; and
- D. all proceeds and goodwill associated with any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For avoidance of doubt, the security interest created hereby shall not extend to, and term “Collateral” shall not include any Excluded Assets (as defined by the Term Loan Agreement) including, any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use,” “Amendment to Allege Use” or similar filing with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a

security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. Security 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 Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


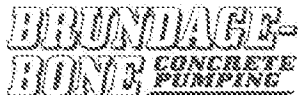


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BRUNDAGE-BONE CONCRETE PUMPING, INC.

By: 
Name: Iain Humphries
Title: Chief Financial Officer,
Secretary and Treasurer

SCHEDULE I

REGISTERED TRADEMARKS

Mark/Name	App. No./Reg. No.	Grantor	Registration Date
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

TRADEMARK APPLICATIONS

None.

SCHEDULE II

ISSUED PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

REGISTERED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule III