

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM519916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CellXion, LLC		04/15/2019	Limited Liability Company: DELAWARE
FWT, L.L.C.		04/15/2019	Limited Liability Company: TEXAS
Midwest Underground Technology, Inc.		04/15/2019	Corporation: ILLINOIS
Sabre Communications Corporation		04/15/2019	Corporation: IOWA
Sabre Industries, Inc.		04/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2243677	CELLXION	
Registration Number:	2333583	CELLXION	
Registration Number:	2088202	POWERMOUNT	
Registration Number:	5465029	SMARTPIER	
Registration Number:	5546247	SMARTSTACK	
Registration Number:	3949962	SITE	
Registration Number:	3930248	SITE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		

TRADEMARK

Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.00053

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 04/19/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of April 15, 2019, between the signatory hereto (the “Grantor”) in favor of GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of April 15, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the

voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

(c) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, the Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

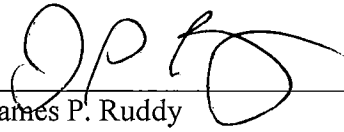
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

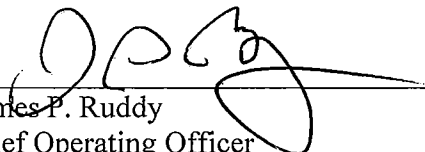
CELLXION, LLC,
as Grantor

By: 
Name: James P. Ruddy
Title: President & Chief Executive Officer

FWT, L.L.C.,
as Grantor

By: 
Name: James P. Ruddy
Title: President & Chief Executive Officer

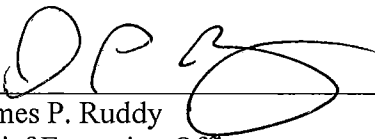
MIDWEST UNDERGROUND TECHNOLOGY,
INC.,
as Grantor

By: 
Name: James P. Ruddy
Title: Chief Operating Officer

SABRE COMMUNICATIONS CORPORATION,
as Grantor

By: 
Name: James P. Ruddy
Title: President & Chief Executive Officer

SABRE INDUSTRIES, INC.,
as Grantor

By: 
Name: James P. Ruddy
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006623 FRAME: 0948

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Authorized Signatory


Robert Ehudin
Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006623 FRAME: 0949

UNITED STATES TRADEMARKS:

Registrations and Applications:

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Cellxion, LLC	Cellxion	2243677	May 4, 1999	U.S.
Cellxion, LLC	Cellxion	2333583	March 21, 2000	U.S.
FWT, L.L.C.	Powermount	2088202	August 12, 1997	U.S.
Sabre Industries, Inc.	Smartpier	5465029	May 8, 2018	U.S.
Sabre Industries, Inc.	Smartstack	5546247	August 21, 2018	U.S.
Midwest Underground Technology, Inc.	Site 	3949962	April 26, 2011	U.S.
Midwest Underground Technology, Inc.	Site	3930248	March 8, 2011	U.S.
Midwest Underground Technology, Inc.	Site	101683	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101684	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101685	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101686	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101687	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101688	May 11, 2010	Illinois

Inc.				
Midwest Underground Technology, Inc.	Muti (Tradename)	615168	February 9, 2015	Arizona
Midwest Underground Technology, Inc.	Sabre Industries (Tradename)	615169	February 9, 2015	Arizona

UNITED STATES PATENTS:

Registrations and Application:

<u>Patent No.</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>File Date</u>	<u>Date of Patent</u>	<u>Owner</u>
10072437	U.S.	Magnetic Straking such as for Utility or Communications Tower	7/7/2017	9/11/2018	Sabre Communications Corporation
Application 15/975,875	U.S.	3D Laser Projection of Part Locations onto Communication or Utility Poles or other Structures	5/10/2018	Pending	Sabre Communications Corporation
Application 15/172,954	U.S.	Coating to Inhibit Galvanizing Cracks	6/3/2016	Pending	Sabre Communications Corporation
Application 16/154,865	U.S.	Custom Nut System	10/9/2018	Pending	Sabre Communications Corporation
Application 16/201,641	U.S.	Split Nut	11/27/2018	Pending	Sabre Communications Corporation
D788,062	U.S.	Combined Modular Radio and Power Pole	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,915	U.S.	Combined Modular Radio and Power Pole	5/12/2017	5/15/2018	Sabre Industries Inc.
D788,063	U.S.	Combined Modular Radio and Power Pole	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,916	U.S.	Combined Modular Radio and Power Pole	5/12/2017	5/15/2018	Sabre Industries Inc.
D788,064	U.S.	Combined Modular Radio and Power Pole with Bench Seating	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,917	U.S.	Combined	5/12/2017	5/15/2018	Sabre Industries Inc.

		Modular Radio and Power Pole with Bench Seating			
D788,065	U.S.	Combined Modular Radio and Power Pole with Pier	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,918	U.S.	Combined Modular Radio and Power Pole with Pier	5/12/2017	5/15/2018	Sabre Industries Inc.
Application 15/418,563	U.S.	Radio and Power Pole	1/27/2017	Pending	Sabre Industries Inc.
Application 15/418,576	U.S.	Radio and Power Pole	1/27/2017	Pending but Allowed.	Sabre Industries Inc.
Application 15/418,583	U.S.	Radio and Power Pole	1/27/2017	Pending	Sabre Industries Inc.
Application 15/433,698	U.S.	Outdoor Cabinets for Enclosing Electrical Equipment	2/15/2017	Pending	Sabre Industries Inc.
Application 15/604,229	U.S.	Monopole Platform Upper Rail Support	5/24/2017	Pending	Sabre Communications Corporation

UNITED STATES COPYRIGHTS

Registrations and Applications:

<u>Claimant</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Title</u>
Sabre Communications Corporation	TX0006172671	March 22, 2005	Sabre Site Solutions customer catalog: committed to customer service