

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531887

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900489807		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crane Equipment & Service, Inc.		02/28/2019	Corporation:
White Atlas Investments, LLC		02/28/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street, Floor 35, Mail Code IL 1-1210		
Internal Address:	Middle Market Servicing		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2349671		
Registration Number:	5187041	FREEDOM CRANE	
Registration Number:	5187042	FREEDOM FRAME	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	3129774400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	296314-000003		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		

DATE SIGNED:	07/15/2019
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Total Attachments: 7

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- source=Executed Trademark Security Agreement--Chase--Crane#page2.tif
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- source=Executed Trademark Security Agreement--Chase--Crane#page5.tif
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TRADEMARK SECURITY AGREEMENT

February 28, 2019

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made by WHITE ATLAS INVESTMENTS, LLC, an Illinois limited liability company ("Parent"), CRANE EQUIPMENT & SERVICE, INC., an Oklahoma corporation (the "Opco Borrower"), and together with Parent, the "Grantors" and each a "Grantor"), each having an address of 801 West Center Street, Eureka, Illinois 61530, in favor JPMORGAN CHASE BANK, N.A. (the "Lender"),

RECITALS:

WHEREAS, Grantors and the Lender are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extension of credit to be made to the Grantors by the Lender;

WHEREAS, pursuant to the terms of a certain Pledge and Security Agreement of even date herewith among Grantors and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to the Lender a security interest in all of such Grantor's assets, including, without limitation, all right title and interest of such Grantor in, to and under all now owned and hereafter acquired or arising (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Exhibit D to the Security Agreement, (b) the right to obtain all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all of the Obligations;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not

otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to the Lender and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor, jointly and severally with the other Grantor, warrants and represents to the Lender that:

(i) such Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark of such Grantor, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Encumbrances);

(ii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) such Grantor has the corporate or limited liability company, as applicable, power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until the Obligations have been paid and performed in full, such Grantor shall not, without the prior written consent of the Lender, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and such Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement.

5. New Trademarks. If, before the Obligations have been paid and performed in full, any Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed the Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to the Lender prompt written notice thereof. Each Grantor

hereby authorizes the Lender to modify this Agreement by amending Schedule 1 to include any such Trademarks and to file a duplicate original.

6. Duties of Grantors. Each Grantor shall (i) file and prosecute diligently any and all trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or reasonably desirable in the conduct of such Grantor's business, (ii) preserve and maintain all rights in the Trademarks which are necessary or reasonably desirable in the conduct of such Grantor's business and (iii) ensure that the Trademarks necessary or reasonably desirable in the conduct of such Grantor's business are and remain enforceable.

7. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Lender shall commence any such suit, Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by the Lender in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. The Lender hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or the Security Agreement, or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes the Lender, upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Lender reasonably deems to be in the best interest of the Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid and performed in full. Each Grantor hereby further acknowledges and agrees that the use by the Lender of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from the Lender to any Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

GRANTORS:

WHITE ATLAS INVESTMENTS, LLC

By: Scott C. Sievert
Name: Scott C. Sievert
Title: Manager

CRANE EQUIPMENT & SERVICE, INC.

By: Scott C. Sievert
Name: Scott C. Sievert
Title: President

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Brian Ward
Title: Vice President

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

GRANTORS:

WHITE ATLAS INVESTMENTS, LLC

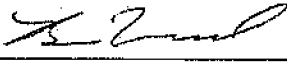
By: _____
Name: Scott C. Sievert
Title: Manager

CRANE EQUIPMENT & SERVICE, INC.

By: _____
Name: Scott C. Sievert
Title: President

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: Brian Ward
Title: Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS:

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Crane Equipment & Service, Inc.	FREEDOM CRANE	4-18-2017	5,187,041
Crane Equipment & Service, Inc.	FREEDOM FRAME	4-18-2017	5,187,042
Crane Equipment & Service, Inc.	AH&C DESIGN LOGO	5-16-2000	2,349,671

TRADEMARK APPLICATIONS:

None.