TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM536425

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                   |
|---|----------|----------------|-------------------------------|
| BANC OF CALIFORNIA,<br>NATIONAL ASSOCIATION |          | 08/09/2019     | National Banking Association: |

### **RECEIVING PARTY DATA**

| PACIFIC CRANE MAINTENANCE COMPANY, LLC |
|--|
| 250 West Wardlow Road                  |
| Long Beach                             |
| CALIFORNIA                             |
| 90807                                  |
| Limited Liability Company: DELAWARE    |
| TESI, LLC                              |
| 250 West Wardlow Road                  |
| Long Beach                             |
| CALIFORNIA                             |
| 90807                                  |
| Limited Liability Company: DELAWARE    |
|  |

### **PROPERTY NUMBERS Total: 4**

| Property Type Number         |         | Word Mark                              |
|------------------------------|---------|--|
| Registration Number: 3844538 |         | PACIFIC CRANE MAINTENANCE COMPANY      |
| Registration Number:         | 3859649 | PCMC                                   |
| Registration Number:         | 2367032 | PCMC PACIFIC CRANE MAINTENANCE COMPANY |
| Registration Number:         | 3783562 |  |

### **CORRESPONDENCE DATA**

900510903

7149791921 Fax Number:

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.

Phone: (714) 668-6219

Email: richardcline@paulhastings.com **Correspondent Name:** Richard Cline c/o Paul Hastings LLP

Address Line 1: 695 Town Center Drive

Address Line 2: 17th Floor

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TRADEMARK

| Address Line 4: Costa | Costa Mesa, CALIFORNIA 92626 |  |  |  |  |
|-----------------------|------------------------------|--|--|--|--|
| NAME OF SUBMITTER:    | Richard Cline                |  |  |  |  |
| SIGNATURE:            | /Richard Cline/              |  |  |  |  |
| DATE SIGNED:          | 08/13/2019                   |  |  |  |  |

### **Total Attachments: 6**

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# NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of August 9, 2019 (the "Release"), is made by BANC OF CALIFORNIA, NATIONAL ASSOCIATION, as administrative agent for the lenders party to the Credit Agreement described below (in such capacity, the "Agent"), in favor of PACIFIC CRANE MAINTENANCE COMPANY, LLC, a Delaware limited liability company and TESI, LLC, a Delaware limited liability company (collectively, the "Grantor"), each with its principal place of business located at 250 West Wardlow Road, Long Beach, California 90807.

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of August 31, 2017 (as amended, restated, amended and restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement") by and among the lenders from time to time party thereto, Agent and Grantor, (ii) that certain Guarantee and Security Agreement dated as of August 31, 2017 by and among Agent, the other entities party thereto and Grantor (as amended, restated, amended and restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") and (iii) that certain Intellectual Property Security Agreement dated on or before August 31, 2017 by and among Agent, Grantor, and certain other parties thereto (as amended, restated, amended and restated, supplemented, modified, extended, renewed or replaced from time to time, the "IP Agreement", together with the Credit Agreement, and the Security Agreement, the "Loan Documents"), Grantor granted and conveyed to Agent a security interest in the entire right, title and interest of Grantor in and to all of Grantor's Intellectual Property, including those listed on Annex 1 attached hereto (collectively, the "Intellectual Property Collateral") as recorded in the United States Patent and Trademark Office on October 7, 2016 at Reel 005894 Frame 0575 and the U.S. Copyright Office on October 12, 2016 in Volume 9940 at Document 361;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent agrees as follows:

**SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Documents, as applicable.

**SECTION 2.** <u>Termination and Release</u>. Agent without representation, warranty, or recourse, hereby:

- (a) terminates, cancels, discharges, and releases all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, whether granted pursuant to the IP Agreement or any other agreement or document delivered in connection with the Credit Agreement;
- (b) reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral to Grantor;
- (c) to the extent the same is necessary to effectuate the purposes hereof, authorizes the recordation of this Release with the U.S. Patent and Trademark Office and the U.S. Copyright Office, at Grantor's expense.

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**SECTION 3.** Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

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IN WITNESS WHEREOF, Agent has caused this Notice of Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

BANC OF CALIFORNIA, NATIONAL ASSOCIATION

Name/ Jeff Schwarzer

Title! Senior Vice President

Address:

3 MacArthur Place

Santa Ana, California 92707

## ANNEX 1

# COPYRIGHTS, PATENTS AND MARKS

# **COPYRIGHTS**

| No. | Copyright | Country/<br>State | Appl. No.       | Appl. Date | Reg. No.        | Reg. Date  | Status     | Owner  |
|-----|-----------|-------------------|-----------------|------------|-----------------|------------|------------|--|
| 1.  |           | United<br>States  | 1-<br>329011591 | 02/08/2010 | VA1-701-<br>462 | 02/08/2010 | Registered | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC) |

# **PATENTS**

None.

# **MARKS**

| No. | Mark                                       | Country/<br>State | Appl. No.         | Appl. Date | Reg. No. | Reg. Date  | Status                         | Owner  |
|-----|--|-------------------|-------------------|------------|----------|------------|--------------------------------|--|
| 1.  | PACIFIC<br>CRANE<br>MAINTENANCE<br>COMPANY | California        | 122087_10<br>7744 | 04/25/2017 | 122087   | 06/12/2017 | Registered                     | Pacific Crane<br>Maintenance<br>Company,<br>LLC                          |
| 2.  |  | California        |                   |            | 43028    | 01/25/1994 | Renewed,<br>August<br>21, 2013 | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC) |
| 3.  | PCMC                                       | California        |                   |            | 50216    | 09/10/1998 | Renewed,<br>April 2,<br>2013   | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC) |

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| 4.  | PCMC PACIFIC<br>CRANE<br>MAINTENANCE<br>COMPANY | California       |            |            | 42813   | 12/14/1993 | Renewed,<br>July 10,<br>2013 | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC)  |
|-----|---|------------------|------------|------------|---------|------------|------------------------------|---|
| 5.  | PACIFIC<br>CRANE<br>MAINTENANCE<br>COMPANY      | Mexico           | 1891423    | 05/16/2017 |         |            | Pending                      | Pacific Crane<br>Maintenance<br>Company,<br>LLC                           |
| 6.  | PCMC  | Mexico           | 1065244    | 02/05/2010 | 1145220 | 02/23/2010 | Registered                   | Pacific Crane Maintenance Company, LL.C (f/k/a Pacific Service Group LLC) |
| 7.  |   | Mexico           | 1004177    | 04/30/2009 | 1114840 | 08/12/2009 | Registered                   | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC)  |
| 8.  | PACIFIC<br>CRANE<br>MAINTENANCE<br>COMPANY      | United<br>States | 77/922,760 | 01/28/2010 | 3844538 | 09/07/2010 | Registered                   | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC)  |
| 9.  | PCMC  | United<br>States | 77/922,751 | 01/28/2010 | 3859649 | 10/12/2010 | Registered                   | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC)  |
| 10. | PCMC PACIFIC<br>CRANE<br>MAINTENANCE<br>COMPANY | United<br>States | 75/544,295 | 08/27/1998 | 2367032 | 07/11/2000 | Registered                   | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC)  |

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| 77  |  | United<br>States | 77/719,000 | 04/21/2009 | 3783562        | 05/04/2010 | Registered | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC) |
|-----|--|------------------|------------|------------|----------------|------------|------------|--|
| 12. |  | Canada           | 1436405    | 04/29/2009 | TMA792,<br>660 | 03/11/2011 | Registered | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC) |
| 13. | PACIFIC<br>CRANE<br>MAINTENANCE<br>COMPANY | Canada           | 1468586    | 02/05/2010 | TMA928,<br>176 | 02/04/2016 | Registered | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC) |
| 14. | PCMC                                       | Canada           | 1468583    | 02/05/2010 | TMA927,<br>010 | 01/25/2016 | Registered | Pacific Crane Maintenance Company, LLC (f/k/a Pacific Service Group LLC) |

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**RECORDED: 08/13/2019** 

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