

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Notes Notice and Confirmation of Grant of Security Interest in Trademarks		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powerteam Services LLC		04/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust National Association		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87593919	DC DISTRIBUTION CONSTRUCTION	
Serial Number:	87127319	POWERTEAM	
Serial Number:	87127313	POWERTEAM SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Mica Michelle Rollock, Esq.		
Address Line 1:	919 Third Ave		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Mica Michelle Rollock		
SIGNATURE:	/Mica Michelle Rollock/		
DATE SIGNED:	04/09/2020		
Total Attachments: 5			

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FIRST LIEN NOTES NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

FIRST LIEN NOTES NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of April 9, 2020, made by POWERTEAM SERVICES, LLC, a Delaware limited liability company, having a principal place of business at 3100 Interstate North Circle, Ste. 150, Atlanta, GA 30339 (the "Grantor"), in favor of Wilmington Trust National Association, as trustee and the note collateral agent (respectively, the "Trustee" and the "Agent") for the Secured Parties. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the First Lien Notes Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Indenture, dated as of April 9, 2020, and as further amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "Indenture"), among the Grantor, and the Agent for the issuance of senior secured first priority notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Grantor, POWERTEAM SERVICES MIDCO, LLC, a Delaware limited liability company (together with any successor in interest thereto, " Holding") and the Agent have executed and delivered a First Lien Notes Collateral Agreement, dated as of April 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Notes Collateral Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the First Lien Notes Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the First Lien Notes Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the First Lien Notes Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except as provided in Subsection 3.3 of the First Lien Notes Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Lien Notes Collateral Agreement. The First Lien Notes Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Indenture and the First Lien Notes Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the First Lien Notes Collateral Agreement, the provisions of the First Lien Notes Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

POWERTEAM SERVICES, LLC, as

Grantor

By: 

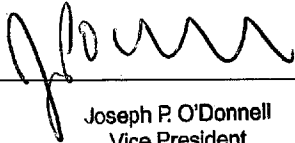
Name: W. Thomas Newell

Title: Chief Legal Officer and
Secretary

[Signature Page to Hercules—Notice and Confirmation
of Grant of Security Interest in Trademarks (PowerTeam Services, LLC)]

TRADEMARK
REEL: 006911 FRAME: 0847

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

[Signature Page to Hercules—Notice and Confirmation
of Grant of Security Interest in Trademarks (PowerTeam Services, LLC)]

SCHEDULE I

Trademark Registrations and Applications

<u>OWNER</u>	<u>TRADEMARK</u>	<u>Application No. / Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
POWERTEAM SERVICES, LLC	DC DISTRIBUTION CONSTRUCTION	87593919	09/01/2017	09/18/2018
POWERTEAM SERVICES, LLC	POWERTEAM	87127319	08/04/2016	09/19/2017
POWERTEAM SERVICES, LLC	POWERTEAM SERVICES	87127313	08/04/2016	08/29/2017