

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM579614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TNT Crane & Rigging, Inc.		06/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88861621	LIFTING AMERICA TO A HIGHER STANDARD	
Registration Number:	5873420	SOUTHWAY	
Registration Number:	5883829	SOUTHWAY	
Registration Number:	5873484	SOUTHWAY CRANE & RIGGING	
Registration Number:	4940642	SOUTHWAY CRANE & RIGGING LLC	
Registration Number:	5883984	SOUTHWAY CRANE & RIGGING	
Registration Number:	5883949	S	
Registration Number:	4726792	TNT CRANE & RIGGING	
Registration Number:	5913014	SOUTHWAY	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06372-00001		

CH \$240.00 88861621

NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	06/04/2020
Total Attachments: 5 source=TNT Crane - First Lien Trademark Security Agreement#page1.tif source=TNT Crane - First Lien Trademark Security Agreement#page2.tif source=TNT Crane - First Lien Trademark Security Agreement#page3.tif source=TNT Crane - First Lien Trademark Security Agreement#page4.tif source=TNT Crane - First Lien Trademark Security Agreement#page5.tif	

This FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of June 4, 2020, (this “**Agreement**”), is made by and between the undersigned grantor (the “**Grantor**”), and WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that certain First Lien Security Agreement, dated as of November 27, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR TNT Holdings LLC. and FR TNT Holdings II Corp, each a Delaware corporation (the “**Parents**”), North American Lifting Holdings, Inc., a Delaware corporation (as successor by merger to New Rocky Merger Sub II Corp., a Delaware corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent (as assignee of Goldman Sachs Bank USA); and (b) that certain First Lien Credit Agreement, dated as of November 27, 2013 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parents, the other Guarantors from time to time party thereto, Wilmington Savings Fund Society, FSB (as assignee of Goldman Sachs Bank USA), as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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 similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I

(*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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 Trademark 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. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantor:

TNT CRANE & RIGGING, INC., as the Grantor





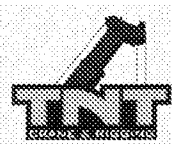

By: 
Name: Deana Haygood
Title: SVP & CFO

**WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent**

By: 
Name: Raye Goldsborough
Title: Assistant Vice President

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	<u>Reg./App.</u> No.
LIFTING AMERICA TO A HIGHER STANDARD	USA	TNT Crane & Rigging, Inc.	App. No. 88/861,621
SOUTHWAY	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,873,420
	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,883,829
SOUTHWAY CRANE & RIGGING	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,873,484
	USA	TNT Crane & Rigging, Inc.	Reg. No. 4,940,642
	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,883,984
	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,883,949
	USA	TNT Crane & Rigging, Inc.	Reg. No. 4,726,792
	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,913,014