CH \$240.00 8886162

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM583289

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TNT Crane & Rigging, Inc.		06/15/2020	Corporation:

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services, LLC	
Street Address:	225 West Washington Street	
Internal Address:	9th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: 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:

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: 212-728-8000
Email: IPDept@willkie.com

Correspondent Name: Khalil Nobles

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

TRADEMARK REEL: 006980 FRAME: 0664

900555770

ATTORNEY DOCKET NUMBER:	127115.1		
NAME OF SUBMITTER:	Khalil Nobles		
SIGNATURE:	/Khalil Nobles/		
DATE SIGNED:	NED: 06/26/2020		
Total Attachments: 5 source=TNT - Second Lien Trademark Security Agreement Executed#page1.tif			

source=TNT - Second Lien Trademark Security Agreement Executed#page1.tif source=TNT - Second Lien Trademark Security Agreement Executed#page2.tif source=TNT - Second Lien Trademark Security Agreement Executed#page3.tif source=TNT - Second Lien Trademark Security Agreement Executed#page4.tif source=TNT - Second Lien Trademark Security Agreement Executed#page5.tif

TRADEMARK REEL: 006980 FRAME: 0665

This SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of June 15, 2020, (this "Agreement"), is made by and between the undersigned grantor (the "Grantor"), and CORTLAND CAPITAL MARKET SERVICES, LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Second 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 Second 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, Cortland Capital Market Services, LLC (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. <u>Terms</u>. 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. <u>Grant of Security Interest</u>. 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 registration 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

TRADEMARK
REEL: 006980 FRAME: 0666

listed on <u>Schedule I</u> (provided that no security interest shall be granted in United States intentto-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 intentto-use trademark applications under applicable federal law) (the "**Trademarks**"), and

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

SECTION 3. <u>Purpose</u>. 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.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 006980 FRAME: 0667

IN WITNESS WHEREOF, the Grantor has caused this Second 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

Name: Deana Haygood Title: SVP & CFO

TRADEMARK REEL: 006980 FRAME: 0668

CORTLAND CAPITAL MARKET SERVICES, LLC, as Collateral Agent

By:

Name: Jon Kirschmeier Title: Associate Counsel

REEL: 006980 FRAME: 0669

Schedule I

<u>United States Trademarks and Trademark Applications</u>

Mark	Country	Record Owner	Reg./App. 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
Salany	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,883,829
SOUTHWAY CRANE & RIGGING	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,873,484
SOUTHWAY CRANE URIGGING	USA	TNT Crane & Rigging, Inc.	Reg. No. 4,940,642
SOUTHWAY	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

TRADEMARK REEL: 006980 FRAME: 0670

RECORDED: 06/26/2020