

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES, LLC		12/01/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TNT CRANE & RIGGING, INC.		
Street Address:	925 South Loop West		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77054		
Entity Type:	Corporation: TEXAS		
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:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Heather Schneider		

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SIGNATURE:	/Heather Schneider/
DATE SIGNED:	12/03/2020
Total Attachments: 4 source=TNT Termination of 2L Trademark SA Executed#page1.tif source=TNT Termination of 2L Trademark SA Executed#page2.tif source=TNT Termination of 2L Trademark SA Executed#page3.tif source=TNT Termination of 2L Trademark SA Executed#page4.tif	

TERMINATION AND RELEASE OF
SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT

This TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT (“Termination and Release”), dated as of December 1, 2020, is made by CORTLAND CAPITAL MARKET SERVICES, LLC, as collateral agent (the “Collateral Agent”) in favor of TNT CRANE & RIGGING, INC., as the grantor (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Second Lien Trademark Short Form Security Agreement dated June 15, 2020 (the “IP Security Agreement”), the Security Agreement (as defined below), or the Credit Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to 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”) and with reference to 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”), the Grantor granted a security interest in the Trademark Collateral in favor of the Collateral Agent, recorded with the U.S. Patent & Trademark Office at Reel/Frame No. 6980/0664 on June 26, 2020, including the trademark registrations and trademark applications listed on Schedule I hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Credit Agreement and the Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Collateral Agent now desires to terminate the IP Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule I hereto, and to reassign any and all rights, title, and interest in the same to Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent, for itself and for the benefit of the Lenders, hereby irrevocably terminates the IP Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule I.

2. The Collateral Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Collateral Agent, any and all of the

Collateral Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule I.

3. The Collateral Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Collateral Agent's security interest contemplated hereby.

4. The Collateral Agent authorizes and requests that the Commissioner of the U.S. Patent & Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

SCHEDULE I

United States Trademarks and Pending Trademark Applications

Mark	Country	Record Owner	<u>Reg./App. No.</u>
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