

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Railworks LLC		12/14/2020	Limited Liability Company: DELAWARE
Railworks Corporation		12/14/2020	Corporation: DELAWARE
L.K. Comstock & Company, Inc.		12/14/2020	Corporation: NEW YORK
HSQ Technology, A Corporation		12/14/2020	Corporation: CALIFORNIA
Narstco, Inc.		12/14/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	115 South Lasalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank Formed Under Bank Act of Canada: ONTARIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88586975	C COMSTOCK COMPANY L.K COMSTOCK A RAILWO	
Serial Number:	75602234	RAILWORKS	
Serial Number:	73297333	COMSTOCK COMPANY	
Serial Number:	72456227	COMSTOCK COMPANY	
Serial Number:	75892874		
Serial Number:	88611206	NARSTCO	
Serial Number:	88611217	NARSTCO	
Serial Number:	75439357	RAILWORKS	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	2123263939		

CH \$215.00 88586975

Email: atranterwilson@jonesday.com, mmisitigh@jonesday.com
Correspondent Name: Alice Tranter Wilson
Address Line 1: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER: Melanie H. Misitigh

SIGNATURE: /Melanie H. Misitigh/

DATE SIGNED: 12/15/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 14, 2020, (this "Agreement"), by RAILWORKS LLC, a Delaware limited liability company (the "U.S. Borrower"), RAILWORKS CORPORATION, a Delaware corporation, L. K. COMSTOCK & COMPANY, INC., a New York corporation, HSQ TECHNOLOGY, A CORPORATION, a California corporation, and NARSTCO, Inc., a Texas corporation (each, a "Grantor" and collectively, the "Grantors") in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the "Grantors" party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, PNR RailWorks Inc., a corporation formed under the federal laws of Canada (the "Canadian Borrower"), the U.S. Borrower (the U.S. Borrower and the Canadian Borrower, collectively, the "Borrowers"), the other Loan Parties party thereto, the lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office and the Canadian Intellectual Property Office listed on Schedule I hereto, including the goodwill of the business connected with the use of, and symbolized by, each such Trademark;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative

Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and
at first above written.

RAILWORKS LLC
RAILWORKS CORPORATION
L. K. COMSTOCK & COMPANY, INC.
HSQ TECHNOLOGY, A CORPORATION

By: Gene J. Cellini
Name: Gene J. Cellini
Title: Senior Vice President-Tax

NARSTCO, INC.

By: Gene J. Cellini
Name: Gene J. Cellini
Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS:

Trademark	Jurisdiction	Application Number / Filing Date	Registration Number / Date	Status	Owner
NARSTCO	Canada	1008754 3/12/1999	TMA540637 2/1/2001	Registered	NARSTCO, Inc.
NARSTCO Design	Canada	1008753 3/12/1999	TMA540635 2/1/2001	Registered	NARSTCO, Inc.
PNR RAILWORKS	Canada	1982590 8/28/2019	—	Pending	RailWorks LLC
RAILWORKS	Canada	1982589 8/28/2019	—	Pending	RailWorks LLC
RAILWORKS Logo 	Canada	1982591 8/28/2019	—	Pending	RailWorks LLC
	U.S. Federal	88586975 8/21/2019	—	Pending	L.K. COMSTOCK & COMPANY, INC.
	U.S. Federal	75602234 12/9/1998	2511416 11/27/2001	Registered	RailWorks LLC
COMSTOCK COMPANY 	U.S. Federal	73297333 2/17/1981	1192359 3/16/1982	Registered	L.K. COMSTOCK & COMPANY, INC.
COMSTOCK COMPANY 	U.S. Federal	72456227 5/2/1973	0995996 10/15/1974	Registered	L.K. COMSTOCK & COMPANY, INC.
Design Only 	U.S. Federal	75892874 1/11/2000	2492064 9/25/2001	Registered	RailWorks LLC

Trademark	Jurisdiction	Application Number / Filing Date	Registration Number / Date	Status	Owner
NARSTCO	U.S. Federal	88611206 9/10/2019	—	Pending	NARSTCO, Inc.
NARSTCO	U.S. Federal	88611217 9/10/2019	6145422 09/08/2020	Registered	NARSTCO, Inc.
RAILWORKS	U.S. Federal	75439357 2/24/1998	2388255 9/19/2000	Registered	RailWorks LLC

SCHEDULE II

PATENTS AND PATENT APPLICATIONS:

Title	Country	Patent / Publication Number / Grant Date	Application Number / Filing Date	Status	Assignee
Universal slide-plate	U.S.	10106933 10/23/2018	15/154,078 5/13/2016	Issued	NARSTCO, Inc.
Stacked railway tie	U.S.	7731099 6/8/2010	11/552,449 10/24/2006	Issued	NARSTCO, Inc.
Systems and Methods for Generating Maintenance Data	U.S.	—	15/890,969 2/7/2018	Pending	RailWorks Corporation

SCHEDULE III

COPYRIGHTS AND COPYRIGHT APPLICATIONS:

Title	Jurisdiction	Registration Number	Registration Date	Owner
RailWorks employee handbook.	U.S.	TX0006646564	7/27/2007	RailWorks Corporation
MISER manual set	U.S.	TX0001955457	12/12/1986	HSQ Technology, Inc.
MISER RTU manual, MUX manual, model 100 test set manual.	U.S.	TX0001738632	11/20/1985	HSQ Technology, Inc.
MISER manual set : SCADA systems : EMCS systems.	U.S.	TX0001477554	12/19/1984	HSQ Technology, Inc.