

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLDWIDE MACHINERY, LTD.		02/18/2021	Limited Partnership:
WORLDWIDE OPERATING, INC.		02/18/2021	Corporation:
WORLDWIDE PACIFIC ENTERPRISES, LTD.		02/18/2021	Limited Partnership:
WORLDWIDE EU ENTERPRISES, LTD.		02/18/2021	Limited Partnership:
WRS RENTAL SERVICES PERU, LTD.		02/18/2021	Limited Partnership:
WRS PERU, S.R.L.		02/18/2021	Sociedad De Responsabilidad Limitada:
WORLDWIDE EXPORT CORP.		02/18/2021	Corporation:
WORLDWIDE PACIFIC GP, LLC		02/18/2021	Limited Liability Company:
WORLDWIDE EU GP, LLC		02/18/2021	Limited Liability Company:
WRS PERU GP, LLC		02/18/2021	Limited Liability Company:
WORLDWIDE BRAZIL GP, LLC		02/18/2021	Limited Liability Company:
WORLDWIDE MACHINERY DO BRASIL MAQUINAS PARA CONSTRUCAO CIVIL LTDA.		02/18/2021	Limitada: BRAZIL
WORLDWIDE MACHINERY CANADA GP, LLC		02/18/2021	Limited Liability Company:
WF GLOBAL HOLDINGS LLC		02/18/2021	Limited Liability Company:
WG WORLDWIDE GROUP GERMANY GmbH		02/18/2021	Gesellschaft Mit Beschränkter Haftung (GmbH):
WORLDWIDE MACHINERY CANADA LP		02/18/2021	Limited Partnership:
WORLDWIDE MACHINERY GROUP ULC		02/18/2021	Unlimited Liability Company: NOVA SCOTIA
RUBBL, LLC		02/18/2021	Limited Liability Company:
RUBBL HOLDINGS, LLC		02/18/2021	Limited Liability Company:
RECEIVING PARTY DATA			
TRADEMARK			

CH \$90.00 4766863

Name:	KEY EQUIPMENT FINANCE, a division of KeyBank National Association, as Administrative Agent
Street Address:	1000 South McCaslin Blvd
City:	Superior
State/Country:	COLORADO
Postal Code:	80027
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4766863	SUPERIOR
Registration Number:	4788175	SUPERIOR MANUFACTURING
Registration Number:	4788174	SUPERIOR MANUFACTURING

CORRESPONDENCE DATA

Fax Number: 3124996701

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.

Email: ahesla@duanemorris.com

Correspondent Name: Frederick D. Hyman

Address Line 1: 1540 Broadway

Address Line 2: Duane Morris LLP

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	F7354-00050
NAME OF SUBMITTER:	Frederick D. Hyman
SIGNATURE:	/s/Frederick D. Hyman
DATE SIGNED:	02/22/2021

Total Attachments: 13

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Confirmatory Grant") dated as of February 18, 2021, is made by WORLDWIDE MACHINERY, LTD., a Texas limited partnership ("Worldwide Machinery"), WORLDWIDE OPERATING, INC., a Texas corporation ("Worldwide Operating") (Worldwide Machinery and Worldwide Operating are sometimes collectively referred to herein as the "Borrowers"), the Grantors party hereto (the "Grantors"; and together with the Borrowers, the "Grantors"), in favor of KEY EQUIPMENT FINANCE, a division of KeyBank National Association, as the administrative agent for Lenders party to the Credit Agreement (the "Administrative Agent").

RECITALS

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Amended and Restated Pledge and Security Agreement dated as of February 20, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which provides for the grant by the Grantors to the Administrative Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in the Grantors' assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Administrative Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Security Agreement) of the Obligations, as defined in the Security Agreement (collectively, the

“Obligations”), each Grantor hereby confirms its grant to the Administrative Agent, on behalf of and for the benefit of itself and the Lenders, of a continuing security interest in and to any and all of such Grantor’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “Intellectual Property”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “Patents”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Grantor’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “Trademarks”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “Copyrights”).

3. Effect on Security Agreement. The Grantors acknowledge and agree that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or any Lender under the Security Agreement but rather is intended to be filed by the Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of the Administrative Agent’s security interest. The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Security Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a

conflict between the Security Agreement and this Confirmatory Grant, the terms of the Security Agreement shall control.

4. Release of Security Agreement. Upon the payment in full of the Obligations and the termination of the Security Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and the Administrative Agent shall execute and deliver any document reasonably requested by the Grantors, at the Grantors' joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by the Grantors to the Administrative Agent hereunder.

5. Severability. Any provision of this Confirmatory Grant that is held to be inoperable, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Confirmatory Grant are declared to be severable.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the Grantors and the Administrative Agent; provided, however, the Administrative Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of the Grantors after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon the Grantors and their successors and permitted assigns, and shall inure to the benefit of the Administrative Agent, its successors, nominees and assigns; provided, however, the Grantors shall not assign this Confirmatory Grant or any of the Grantors' obligations hereunder without the prior written consent of the Administrative Agent.

8. Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Confirmatory Grant by signing any such counterpart. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. The Grantors agree to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. The Grantors acknowledge that a copy of this Confirmatory Grant will be filed by the Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Grantors; and the Grantors hereby authorize the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by the Administrative Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAWS OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

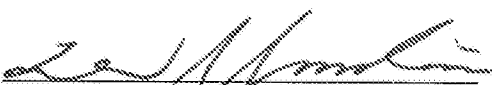
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Grantors have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of the Administrative Agent, as of the date first written above.


GRANTORS:

WORLDWIDE MACHINERY, LTD.

By: ASG Management Corp., its General Partner

By: 
Name: David T. Sinclair
Title: Vice President

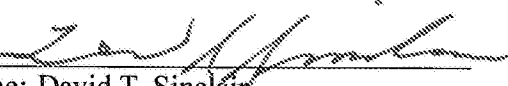
WORLDWIDE OPERATING, INC.

By: 
Name: David T. Sinclair
Title: Treasurer

OTHER LOAN PARTIES:

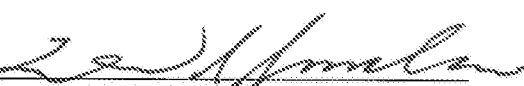
**WORLDWIDE PACIFIC ENTERPRISES,
LTD., as a Guarantor**

By: Worldwide Pacific GP, LLC, its General Partner

By: 
Name: David T. Sinclair
Title: Chief Financial Officer

**WORLDWIDE EU ENTERPRISES, LTD., as a
Guarantor**

By: Worldwide EU GP, LLC., its General Partner


By: 
Name: David T. Sinclair
Title: Chief Financial Officer

**WRS RENTAL SERVICES PERU, LTD., as a
Guarantor**

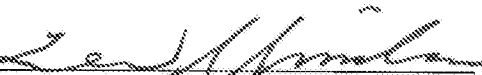
By: WRS Peru GP, LLC., its General Partner

By: 
Name: David T. Sinclair
Title: Chief Financial Officer

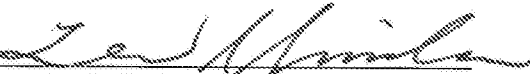
WRS PERU, S.R.L., as a Guarantor

By: 
Name: David T. Sinclair
Title: Representative


WORLDWIDE EXPORT CORP., as a Guarantor

By: 
Name: David T. Sinclair
Title: Treasurer

**WORLDWIDE PACIFIC GP, LLC, as a
Guarantor**

By: 
Name: David T. Sinclair
Title: Chief Financial Officer

WORLDWIDE EU GP, LLC, as a Guarantor

By: 
Name: David T. Sinclair
Title: Chief Financial Officer

WRS PERU GP, LLC, as a Guarantor

By: 
Name: David T. Sinclair
Title: Chief Financial Officer


WORLDWIDE BRAZIL GP, LLC, as a Guarantor

By: 
Name: David T. Sinclair
Title: Chief Financial Officer

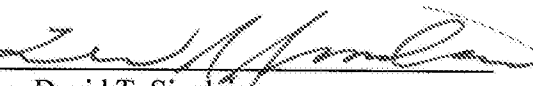
**WORLDWIDE MACHINERY DO BRASIL
MAQUINAS PARA CONSTRUCAO CIVIL
LTDA., as a Guarantor**

By: 
Name: David T. Sinclair
Title: Chief Financial Officer

**WORLDWIDE MACHINERY CANADA GP,
LLC, as a Guarantor**

By: 
Name: David T. Sinclair
Title: Manager

WF GLOBAL HOLDINGS LLC, as a Guarantor

By: 
Name: David T. Sinclair
Title: Treasurer

**WG WORLDWIDE GROUP GERMANY
GmbH, as a Guarantor**

By: Worldwide EU GP, LLC, its Shareholder

By: _____

Name: Adam Greenberg

Title: Authorized Manager

**WORLDWIDE MACHINERY CANADA LP, as
a Guarantor**

By: Worldwide Machinery Canada GP, LLC, a
Texas limited liability company
Its General Partner

By: _____

Name: David T. Sinclair

Title: Manager

**WORLDWIDE MACHINERY GROUP ULC,
as a Guarantor**

By _____

Name: Adam Greenberg

Title: Secretary

RUBBL, LLC, as a Guarantor

By _____

Name: David T. Sinclair

Title: Treasurer

RUBBL HOLDINGS, LLC, as a Guarantor

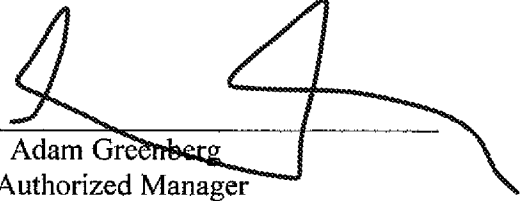
By _____

Name: David T. Sinclair

Title: Treasurer

**WG WORLDWIDE GROUP GERMANY
GmbH, as a Guarantor**

By: Worldwide EU GP, LLC, its Shareholder

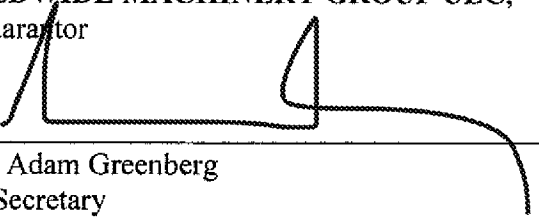
By: 
Name: Adam Greenberg
Title: Authorized Manager

**WORLDWIDE MACHINERY CANADA LP, as
a Guarantor**

By: Worldwide Machinery Canada GP, LLC, a
Texas limited liability company
Its General Partner

By: _____
Name: David T. Sinclair
Title: Manager

**WORLDWIDE MACHINERY GROUP ULC,
as a Guarantor**

By: 
Name: Adam Greenberg
Title: Secretary

RUBBL, LLC, as a Guarantor

By: _____
Name: David T. Sinclair
Title: Treasurer

RUBBL HOLDINGS, LLC, as a Guarantor

By: _____
Name: David T. Sinclair
Title: Treasurer

Agreed and Accepted:

ADMINISTRATIVE AGENT:

KEY EQUIPMENT FINANCE,
a division of KeyBank National Association

By: _____

A handwritten signature in black ink, appearing to read "G. Bleeker", is written over a horizontal line.

Name: Glen Bleeker

Title: Vice President

EXHIBIT A

PATENTS

1. United States Patent #7,886,463 B2 dated 2/15/11, inventors Evan Greenberg & Giordano Grassi for Pipeline Padding Machine enhancements. Copy of document previously provided.
2. United States Patent #7,927,059 B2 dated 4/19/11, inventors Giordano Grassi & Ricky L. Layh for Pipeline Padding Machine with a debris-resistant escalator assembly. Copy of document previously provided.

EXHIBIT B
TRADEMARKS


Mark	Appl. No./ Appl. Date	Reg. No./ Reg. Date	Goods/Services
SUPERIOR	86115757 11-11-13	4766863 7-7-15	Construction and pipeline specialty equipment, namely, pipe layers, hydraulic and conversion kits and packages to convert dozers and mechanical pipelayer machines into hydraulic pipe layer machines, padding machines, vacuum lifts, pipe bending machines, pipe carriers, pipe facing machines, pipeline accessories, namely, hydraulic wedge mandrels, line-up clamps, pipe bending machines, and pipe roller cradles, and self-erecting mobile water tower units in Class 7 Tractors; trucks in Class 12
SUPERIOR MANUFACTURING Decal	86122097 11-18-13	4788175 08-11-15	Services to convert mechanical pipelayer machines into hydraulic pipelayer machines; rental of construction and pipeline specialty equipment in Class 37 Construction and pipeline specialty equipment, namely, pipe layers, hydraulic and conversion kits and packages to convert dozers and mechanical pipelayer machines into hydraulic pipe layer machines; padding machines, vacuum lifts, pipe bending machines, pipe carriers, pipe facing machines, pipeline accessories, namely, hydraulic wedge mandrels, line-up clamps, pipe bending machines, and pipe roller cradles in Class 7 Tractors; trucks in Class 12
 SUPERIOR MANUFACTURING Logo	86122082 11-18-13	4788174 08-11-15	Construction and pipeline specialty equipment, namely, pipe layers, hydraulic and conversion kits and packages to convert dozers and mechanical pipelayer machines into hydraulic pipe layer machines, padding machines, vacuum lifts, pipe bending machines, pipe carriers, pipe facing machines, pipeline accessories, namely, hydraulic wedge mandrels, line-up clamps, pipe bending machines, and pipe roller cradles, and self-erecting mobile water tower units in Class 7 Tractors; trucks in Class 12 Services to convert mechanical pipelayer machines into hydraulic pipelayer machines; rental of construction and pipeline specialty equipment in Class 37

EXHIBIT C
COPYRIGHTS

None.