

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCSG Crane & Heavy Haul Services Ltd.		06/29/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP, as Agent		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4353170	MULLEN	
Registration Number:	4742430	NCSG	
Registration Number:	4824658	NCSG	
Registration Number:	4766738	NCSG CRANE & HEAVY HAUL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	70536-30050		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	06/30/2021		
Total Attachments: 7			

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CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This **CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Confirmation") is made this 29th day of June, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ACF FINCO I LP**, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 29th, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among, *inter alia*, Borrower, the other Loan Parties party thereto, the Lenders, **ACF FINCO I LP**, as administrative agent for the Revolving Lenders and as Agent, and **WHITEHAWK CAPITAL PARTNERS LP**, as administrative agent for the Term Loan Lenders, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guarantee and Security Agreement, dated as of June 29th, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Confirmation.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Confirmation shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby confirms it has pursuant to the Guarantee and Security Agreement unconditionally granted, assigned, and pledged to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Confirmation as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses relating to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License relating to Trademarks; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License relating to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. The Security Interest created under the Guarantee and Security Agreement secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmation secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Confirmation shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Confirmation by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmation or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

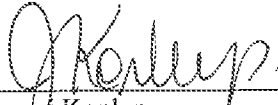
5. COUNTERPARTS. This Confirmation is a Loan Document. This Confirmation may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmation. Delivery of an executed counterpart of this Confirmation by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Confirmation. Any party delivering an executed counterpart of this Confirmation by any electronic method of transmission also shall deliver an original executed counterpart of this Confirmation but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Confirmation.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation to be executed and delivered as of the day and year first above written.

GRANTORS:

NCSG CRANE & HEAVY HAUL SERVICES LTD.

By: 
Name: Jacquie Konlup
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 007340 FRAME: 0369

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation to be executed and delivered as of the day and year first above written.

GRANTORS:

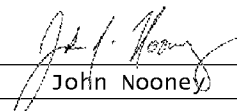
NCSG CRANE & HEAVY HAUL SERVICES LTD.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By:  _____
Name: John Nooney
Title: Duly Authorized Signatory

SCHEDULE I
to
CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

Loan Party	Name of / Description of Mark	Country	Status	Application Number	Filing Date	Registration Number
NCSG Heavy Haul & Crane Services Ltd.	MULLEN MULLEN	US	Registered	85736082	Jun 18, 2013	4353170
NCSG Crane & Heavy Haul Services Ltd.	NCSG & Design 	US	Registered	86338463	May 26, 2015	4742430
NCSG Crane & Heavy Haul Services Ltd.		US	Registered	85855223	Oct 6, 2015	4824658
NCSG Crane & Heavy Haul Services Ltd.	NCSG CRANE & HEAVY HAUL SERVICES & Design 	US	Registered	85855325	Jul 7, 2015	4766738
NCSG Crane & Heavy Haul Services Ltd.	TRANS TECH	Canada	Registered	1682926	Mar 7, 2017	TMA965036
NCSG Crane & Heavy Haul Services Ltd.	GRIZZLY CRANE	Canada	Registered	1645015	Oct 28, 2015	TMA918616
NCSG Crane & Heavy Haul Services Ltd.	NCSG	Canada	Registered	1611822	Jul 3, 2014	TMA881080
NCSG Crane & Heavy Haul Services Ltd.	NORTHERN CRANE SERVICES	Canada	Registered	1645014	Jan 29, 2015	TMA895312
NCSG Crane & Heavy Haul Services Ltd.	SCORPION	Canada	Registered	1650046	Oct 24, 2016	TMA953049



NCSG Crane & Heavy Haul Services Ltd.	MULLEN RIGGING & DESIGN 	Canada	Registered	1736619	Jun 3, 2016	TMA939714
NCSG Crane & Heavy Haul Services Ltd.	SCORPION INDUSTRIES 	Canada	Registered	1670907	Apr 3, 2017	TMA967367
NCSG Crane & Heavy Haul Services Ltd.	MULLEN RIGGING	Canada	Registered	1713016	May 26, 2016	TMA938914
NCSG Crane & Heavy Haul Services Ltd.	NCSG 	Canada	Registered	1611821	Jul 3, 2014	TMA881079
NCSG Crane & Heavy Haul Services Ltd.	MULLEN RIGGING	Canada	Registered	1738109	May 26, 2016	TMA938924
NCSG Crane & Heavy Haul Services Ltd.	NCSG DESIGN 	Canada	Registered	1685375	Sep 24, 2014	TMA914991
NCSG Crane & Heavy Haul Services Ltd.	MULLEN RIGGING	Canada	Registered	1670902	Jan 25, 2016	TMA926917
NCSG Crane & Heavy Haul Services Ltd.	TUCKER OILFIELD HAULING	Canada	Pending – Awaiting Examination	1971291	June 17, 2019	N/A
NCSG Crane & Heavy Haul Services Ltd.	TRANS TECH DESIGN 	Canada	Pending – Awaiting Examination	1971293	June 17, 2019	N/A
NCSG Crane & Heavy Haul Services Ltd.	NORTHERN CRANE DESIGN 	Canada	Pending – Awaiting Examination	1971319	June 17, 2019	N/A

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

