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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM672885

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TNT CRANE & RIGGING, INC.		09/03/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	10 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6325357	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: 8009144240

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: 800-713-0755

Email: Results-UCCTeam6@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt				
SIGNATURE:	/Jessica Hildebrandt/			
DATE SIGNED:	09/07/2021			
Total Attachments: 8				
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TRADEMARK SHORT FORM SECURITY AGREEMENT

This TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of September 3, 2021 (this "Agreement"), is made by and among each of the undersigned grantors (the "Grantors" and each a "Grantor"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Agent").

Reference is made to (a) that certain Guaranty and Security Agreement, dated as of September 3, 2021 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among TNT Crane & Rigging LLC, a Delaware limited liability company (the "Parent"), the subsidiaries of the Parent from time to time party thereto, and the Agent; and (b) that certain Credit Agreement, dated as of September 3, 2021 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the "Credit Agreement"), among the Parent, the subsidiaries of the Parent from time to time party thereto, Wells Fargo Bank, National Association, as 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 Parent and is subsidiaries 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. Each Grantor is an affiliate of the Parent, will derive substantial benefits from the extension of credit to the Parent 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 Secured Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the 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 such Grantor or in which such 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 or Canada:

(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 recording 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 or the Canadian Intellectual Property Office, and all extensions or renewals thereof, including those listed on <u>Schedule I</u> (<u>provided</u> that no security interest shall be granted in (i) United States intent-to-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 intent-to-use trademark applications under applicable federal law and (ii) Canadian proposed-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 proposeduse 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 each 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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

SECTION 5. All of the rights, protections, immunities and powers (including, with-out limitation, the right to indemnification) applicable to the Agent hereunder as "Agent" under the Credit Agreement shall be applicable to the Agent under this Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this 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 a Grantor

By:

Name: Deana Haygood

Title: Senior Vice President, Chief Financial

Officer and Treasurer

REEL: 007414 FRAME: 0990

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By:

Name: Samantha Alexander Title: Managing Director

[Signature Page to Trademark Security Agreement (TNT Crane)]

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. /App. No.
LIFTING AMERICA TO A HIGHER STANDARD	USA	TNT Crane & Rigging, Inc.	Reg. No. 6,325,357
SOUTHWAY	USA	TNT Crane & Rigging, Inc.	Reg. No. 5,873,420
Sathary	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 & RIGGING 44	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

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EAGLE WEST	Canada	TNT Crane & Rigging Canada Inc.	TMA721329
Shape of Eagle with the words 'Eagle West Cranes' across front of the Eagle	Canada	TNT Crane & Rigging Canada Inc.	TMA721315
THE MARC CRANE & DICCINC	Canada	TNIT Compa & Dinging Land	
TNT MNBC CRANE & RIGGING Design	Canada	TNT Crane & Rigging, Inc.	App No. 1948496
	Canada	TNT Crane & Rigging, Inc.	App No. 1948498
RIGGING			1 pp 1101 19 10 19 0
	Canada	TNT Crane & Rigging, Inc.	Ann No. 1021902
Design THE INFINITY CRANE & RIGGING			App No. 1931802

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TNT CRANE & RIGGING Design	Canada	TNT Crane & Rigging, Inc.	TMA978368
GEANCE & BIGGING			

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RECORDED: 09/07/2021