

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS - (Reel/Frame 7084/0070)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, N.A.		09/03/2021	National Banking Association: UNITED STATES

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: DELAWARE

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: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kaitlin Bond

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

TRADEMARK

ATTORNEY DOCKET NUMBER:	Kaitlin Bond -32583.0047
NAME OF SUBMITTER:	Kaitlin Bond
SIGNATURE:	/Kaitlin Bond/
DATE SIGNED:	09/04/2021

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 3, 2021 (the “Effective Date”), is made by Wells Fargo Bank, N.A., as administrative agent and collateral agent (the “Administrative Agent”) under that certain Takeback First Lien Credit Agreement, dated as of October 16, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among TNT Crane & Rigging LLC, a Delaware limited liability company (the “Borrower”), the Guarantors (as defined therein) from time to time party thereto, the lenders from time to time party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Takeback First Lien Security Agreement, dated as of October 16, 2020 (the “Security Agreement”), made by the Grantors (as defined therein) in favor of the Administrative Agent, the Grantors granted a security interest to the Administrative Agent in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, TNT Crane & Rigging, Inc. (“TNT Crane”) executed and delivered that certain Takeback First Lien Credit Agreement Trademark Short Form Security Agreement, dated as of October 16, 2020 (the “Trademark Security Agreement”), recorded with the United States Patent and Trademark Office (the “USPTO”) on October 16, 2020 at Reel/Frame 7084/0070;

WHEREAS, the Trademark Security Agreement was recorded with the USPTO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademark Collateral, including but not limited to the Trademarks and Trademark Licenses set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title, or interest in and to the Trademark Collateral under the Trademark Security Agreement or the Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby transfers, conveys, and assigns such right, title or interest to TNT Crane. The Administrative Agent authorizes and requests that this Release be recorded at the USPTO.

3. Termination. The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to TNT Crane all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by TNT Crane, all at the cost and expense of TNT Crane, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, “**Signature Law**”); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writing.

6. Severability. Any provision in this Release that is held to be inoperative, 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 Release are declared to be severable.

7. Governing Law. This Release and any right, remedy, obligation, claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Release shall be governed by, and construed in accordance with, the law of the State of New York.

8. Consent to jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Release or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Signature pages follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WELLS FARGO BANK, N.A.,
as Administrative Agent**

By: Linda Lopez
Name: Linda Lopez
Title: Assistant Vice President









TNT CRANE & RIGGING, INC.

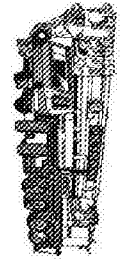
By: Deana Haygood

Name: Deana Haygood

Title: Senior Vice President, Chief Financial Officer and
Treasurer

SCHEDULE I
TO
RELEASE OF SECURITY INTERESTS IN TRADEMARKS
(listed under Reel/Frame 7084/0070)

Mark	Country	Record Owner	Reg. 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
	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. 5,883,949
	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. 4,726,792



USA

TNT Crane & Rigging, Inc.

Reg. No. 5,913,014