

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAILWORKS LLC		11/09/2021	Limited Liability Company: DELAWARE
RAILWORKS CORPORATION		11/09/2021	Corporation: DELAWARE
L. K. COMSTOCK & COMPANY, INC.		11/09/2021	Corporation: NEW YORK
HSQ TECHNOLOGY, A CORPORATION		11/09/2021	Corporation: CALIFORNIA
NARSTCO, INC.		11/09/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6351230	C COMSTOCK COMPANY L.K. COMSTOCK A RAILW
Registration Number:	2511416	RAILWORKS
Registration Number:	1192359	COMSTOCK COMPANY
Registration Number:	0995996	COMSTOCK COMPANY
Registration Number:	2492064	
Registration Number:	6145422	NARSTCO

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

OP \$165.00 6351230

Email: Ted.mulligan@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: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 11/10/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 9, 2021

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the date hereof, (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by RAILWORKS LLC, a Delaware limited liability company, 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 JPMorgan Chase Bank, N.A., 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 the date hereof (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 the date hereof (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*, Railworks Holdings, LP, a Delaware limited partnership (the “U.S. Borrower”), PNR RailWorks Inc., a corporation formed under the federal laws of Canada (the “Canadian 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, 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, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of New York, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction.

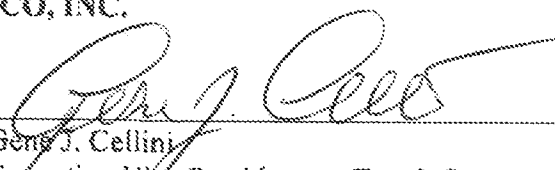
[Signature Pages Follow]

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

**RAILWORKS CORPORATION
RAILWORKS LLC**

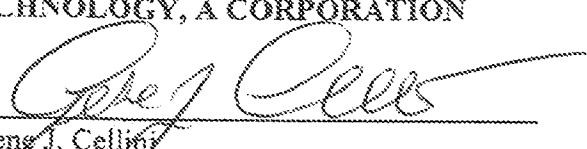
Name: Kevin E. Riddett
Title: President and Chief Executive Officer

NARSTCO, INC.



Name: Gene J. Cellini
Title: Executive Vice President — Tax & Secretary

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

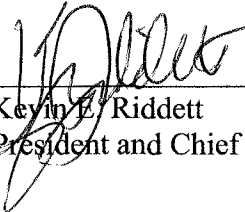


Name: Gene J. Cellini
Title: Senior Vice President — Tax, Secretary, Treasurer

[Signature Page to U.S. Intellectual Property Security Agreement]

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

**RAILWORKS CORPORATION
RAILWORKS LLC**



Name: Kevin E. Riddett
Title: President and Chief Executive Officer

NARSTCO, INC.


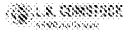



Name: Gene J. Cellini
Title: Executive Vice President — Tax & Secretary

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

Name: Gene J. Cellini
Title: Senior Vice President — Tax, Secretary, Treasurer

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	6351230 5/18/2021	Registered	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
NARSTCO	U.S. Federal	88611217	6145422	Registered	NARSTCO, Inc.

		9/10/2019	09/08/2020		
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, a Corporation
MISER RTU manual, MUX manual, model 100 test set manual.	U.S.	TX0001738632	11/20/1985	HSQ Technology, a Corporation
MISER manual set : SCADA systems : EMCS systems.	U.S.	TX0001477554	12/19/1984	HSQ Technology, a Corporation