

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay Crane Service Inc.		02/15/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	383 Madison Avenue		
Internal Address:	Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5208889	BAY CRANE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@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:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		
DATE SIGNED:	02/16/2022		
Total Attachments: 6			
source=Submtited - Trademark Security Ageement for filing - JPM_Bay Crane Service Inc#page1.tif			
source=Submtited - Trademark Security Ageement for filing - JPM_Bay Crane Service Inc#page2.tif			
source=Submtited - Trademark Security Ageement for filing - JPM_Bay Crane Service Inc#page3.tif			
source=Submtited - Trademark Security Ageement for filing - JPM_Bay Crane Service Inc#page4.tif			

OP \$40.00 5208889

source=Submtited - Trademark Security Ageement for filing - JPM_Bay Crane Service Inc#page5.tif

source=Submtited - Trademark Security Ageement for filing - JPM_Bay Crane Service Inc#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 15, 2022, is made by Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **JPMORGAN CHASE BANK, N.A.**, a national banking association, in its capacity as administrative agent (in such capacities, together with its successors and assigns in such capacities, "Agent") for the Lenders (as defined below).

Grantors, the other borrowers party thereto (together with Grantors, collectively, the "Borrowers" and each an individual "Borrower"), The Bay Crane Companies, Inc. ("Holdings"), Agent, and the lenders party thereto (collectively, the "Lenders" and each an individual "Lender") are entering into that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"). In order to induce the Agent and Lenders to enter into and extend credit to the Borrowers under the Credit Agreement, the Borrowers and Holdings are entering into that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent and Lenders this Trademark Security Agreement.

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, Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any 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; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Agent and Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

BAY CRANE SERVICE INC.

By: 

Name: Stuart Doloboff

Title: Chief Financial Officer, Treasurer and Assistant Secretary


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007635 FRAME: 0813

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,

as Agent

By 
Name: Ronica Logani
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007635 FRAME: 0814

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

Mark Name	Jurisdiction	Owner	Registration Date	Registration Number
BAY CRANE	USA	Bay Crane Service Inc.	May 23, 2107	5208889