

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRENCH PLATE RENTAL CO.		04/29/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Collateral Agent		
<b>Street Address:</b>	MidCap Financial Services, LLC, as Servicer, 7255 Woodmont Avenue, Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1894695	TRENCH PLATE	
<b>Registration Number:</b>	2668860		
<b>Registration Number:</b>	3532065	TPR TRAFFIC SOLUTIONS	
<b>Registration Number:</b>	3566920	TPR TRAFFIC SOLUTIONS	
<b>Registration Number:</b>	1908113	ULTRA SHORE	
<b>Registration Number:</b>	1955767	TRENCH SHORING SERVICES	
<b>Registration Number:</b>	1957193	TRENCH SHORING SERVICES	
<b>Registration Number:</b>	2312388	CROCO-TILE	
<b>Registration Number:</b>	2897380	THE SHORING SOLUTION LIBRARY OF THE INTE	
<b>Registration Number:</b>	4912990	TRENCH SHORING SERVICES	
<b>Registration Number:</b>	5473357	PLAYING IN THE DIRT SINCE 1972	
<b>Registration Number:</b>	5478998	PLAYING IN THE DIRT SINCE 1972	
<b>Registration Number:</b>	5549265	PILEBOSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932652		

CH \$340.00 1894695

**Email:** heather.poitras@lw.com  
**Correspondent Name:** Heather Poitras  
**Address Line 1:** c/o Latham & Watkins 330 N Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 058728-0071

**NAME OF SUBMITTER:** Heather Poitras

**SIGNATURE:** /hp/

**DATE SIGNED:** 04/29/2022

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of April 29, 2022 (the “*Effective Date*”) between each of the signatories hereto (collectively, the “*Grantors*”) in favor of MIDCAP FINANCIAL TRUST, as collateral agent for the Secured Parties (in such capacity, the “*Collateral Agent*”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 29, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**SECTION 1. GRANT OF SECURITY.**

As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “*Intellectual Property Collateral*”) which, for the avoidance of doubt, shall not include any Excluded Assets: all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Trademarks*”).

SECTION 2. RECORDATION.

Each Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 3. COUNTERPARTS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. GOVERNING LAW.

This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 5. CONFLICT PROVISION.

This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TRENCH PLATE RENTAL CO.,  
as a Grantor

By: Michael Leto  
Name: Michael Leto  
Title: Chief Financial Officer

Address:  
Trench Plate Rental Co.  
260 North Sam Houston Pkwy E #200  
Houston, TX 77060  
Attention: Michael Leto  
Telephone: 832-200-0988  
Email: [michaellet@ntsafey.com](mailto:michaellet@ntsafey.com)

in each case, with a copy to (which copy shall not constitute notice):

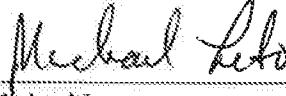
Tailwind Capital Group  
485 Lexington Avenue  
New York, New York 10017  
Attention: Andrew Mayer  
Telephone: 212-271-3898  
Email: [amayer@tailwind.com](mailto:amayer@tailwind.com)

and

Tailwind Capital Group  
485 Lexington Avenue  
New York, New York 10017  
Attention: Michael Bertisch  
Telephone: 212-271-3899  
Email: [mbertisch@tailwind.com](mailto:mbertisch@tailwind.com)

WESTAR MANUFACTURING, INC.

as a Grantor

By:   
Name: Michael Leto  
Title: Chief Financial Officer

Address:  
Trench Plate Rental Co.  
260 North Sam Houston Pkwy E #200  
Houston, TX 77060  
Attention: Michael Leto  
Telephone: 832-200-0988  
Email: [michaelleto@ntsafey.com](mailto:michaelleto@ntsafey.com)

in each case, with a copy to (which copy shall  
not constitute notice):

Tailwind Capital Group  
485 Lexington Avenue  
New York, New York 10017  
Attention: Andrew Mayer  
Telephone: 212-271-3898  
Email: [amayer@tailwind.com](mailto:amayer@tailwind.com)

and

Tailwind Capital Group  
485 Lexington Avenue  
New York, New York 10017  
Attention: Michael Bertisch  
Telephone: 212-271-3899  
Email: [mbertisch@tailwind.com](mailto:mbertisch@tailwind.com)

NATIONAL TRENCH SAFETY, LLC  
as a Grantor

By: Michael Leto  
Name: Michael Leto  
Title: Chief Financial Officer

Address:  
Trench Plate Rental Co.  
260 North Sam Houston Pkwy E #200  
Houston, TX 77060  
Attention: Michael Leto  
Telephone: 832-200-0988  
Email: [michaelleto@ntsafey.com](mailto:michaelleto@ntsafey.com)

in each case, with a copy to (which copy shall  
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Tailwind Capital Group  
485 Lexington Avenue  
New York, New York 10017  
Attention: Andrew Mayer  
Telephone: 212-271-3898  
Email: [amayer@tailwind.com](mailto:amayer@tailwind.com)

and

Tailwind Capital Group  
485 Lexington Avenue  
New York, New York 10017  
Attention: Michael Bertisch  
Telephone: 212-271-3899  
Email: [mbertisch@tailwind.com](mailto:mbertisch@tailwind.com)

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

Address:

Midcap Financial Trust

c/o MidCap Financial Services, LLC, as servicer

7255 Woodmont Avenue, Suite 300





Bethesda, MD 20814



**SCHEDULE 1**

**TO TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Jurisdiction	Registration Number / Serial Number	Title	Registration Date
Trench Plate Rental Co.	U.S.	1,894,695	TRENCH PLATE	16-May-1995
Trench Plate Rental Co.	U.S.	2,668,860	Design Only 	31-Dec-2002
Trench Plate Rental Co.	U.S.	3,532,065	TPR TRAFFIC SOLUTIONS	11-Nov-2008
Trench Plate Rental Co.	U.S.	3,566,920	TPR TRAFFIC SOLUTIONS and Design 	27-Jan-2009
Westar Manufacturing, Inc.	U.S.	2,217,207	QUIK-BOX	12-Jan-1999
Westar Manufacturing, Inc.	U.S.	2,231,662	QUIK-SHOR	16-Mar-1999
Westar Manufacturing, Inc.	U.S.	2,276,267	QUIK-PUMP	07-Sep-1999
Westar Manufacturing, Inc.	U.S.	3,764,763	QUADRA BRACE	23-Mar-2010
Trench Plate Rental Co.	U.S.	1,908,113	ULTRA SHORE	01-Aug-1995
Trench Plate Rental Co.	U.S.	1,955,767	TRENCH SHORING SERVICES and Design 	13-Feb-1996
Trench Plate Rental Co.	U.S.	1,957,193	TRENCH SHORING SERVICES and Design 	20-Feb-1996
Trench Plate Rental Co.	U.S.	2,312,388	CROCO-TILE	25-Jan-2000

Grantor	Jurisdiction	Registration Number / Serial Number	Title	Registration Date
Trench Plate Rental Co.	U.S.	2,897,380	THE SHORING SOLUTION LIBRARY OF THE INTERNET	26-Oct-2004
Trench Plate Rental Co.	U.S.	4,912,990	TRENCH SHORING SERVICES	08-Mar-2016
Trench Plate Rental Co.	U.S.	5,473,357	PLAYING IN THE DIRT SINCE 1972	22-May-2018
Trench Plate Rental Co.	U.S.	5,478,998	PLAYING IN THE DIRT SINCE 1972	29-May-2018
Trench Plate Rental Co.	U.S.	5,549,265	PILEBOSS	28-Aug-2018
National Trench Safety, LLC	U.S.	3,006,267	THE TRENCH SAFETY SPECIALISTS	11-Oct-2005
National Trench Safety, LLC	U.S.	4,670,246	NTS LOGO	13-Jan-2015

TRADEMARK APPLICATIONS

None