

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAXIM CRANE WORKS, L.P.		08/31/2023	Limited Partnership: PENNSYLVANIA
Maxim Crane Works, Inc.		08/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMPUTERSHARE TRUST COMPANY, N.A. as Collateral Agent		
Street Address:	1505 Energy Park Drive		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	7075684	MAXIM PERFECTPARTNER	
Registration Number:	6880505	C COAST CRANE COMPANY A DIVISION OF MAXI	
Registration Number:	6821647	AMQUIP CRANE, A DIVISION OF MAXIM CRANEW	
Registration Number:	6442327	MAXIM XTREME POWER	
Registration Number:	6412469	CRANE RENTAL A DIVISION OF MAXIM CRANE W	
Registration Number:	6285611	A NCSG COMPANY B&G CRANE SERVICE, LLC	
Registration Number:	6285609	B&G CRANE	
Registration Number:	5908571	AMQUIP A DIVISION OF MAXIM CRANE WORKS,L	
Registration Number:	5846227	MAXIM THE COMPANY OF FAMILIES	
Registration Number:	5716911	THE COMPANY OF FAMILIES	
Registration Number:	5908353	CRANE RENTAL A DIVISION OF MAXIM CRANE W	
Serial Number:	98020418	MAXIM MARKETPLACE	
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:	Michael.Violet@wolterskluwer.com		

OP \$315.00 7075684

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: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 08/31/2023

Total Attachments: 8

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Intellectual Property Security Agreement (Second Lien)

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of August 31, 2023 (this “Agreement”), made by each of the undersigned pledgors (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of COMPUTERSHARE TRUST COMPANY (as successor to Wells Fargo Bank, National Association), as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien) dated as of July 29, 2016 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Collateral Agreement”), among Maxim Crane Works Holdings Capital, LLC (f/k/a Cloud Crane, LLC) (the “Issuer”), each subsidiary of the Issuer identified therein and Computershare Trust Company (as successor to Wells Fargo Bank, National Association), as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein). 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall

constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

MAXIM CRANE WORKS, L.P.

By: 

Name: Sean Collopy

Title: Chief Financial Officer

MAXIM CRANE WORKS, INC.

By: 

Name: Sean Collopy

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 008184 FRAME: 0322

COMPUTERSHARE TRUST COMPANY, N.A.,
as Collateral Agent

By: Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 008184 FRAME: 0323

Schedule I
to Trademark Security Agreement (Second Lien)

Trademarks

U.S. Trademark Registrations

<u>Owners</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Maxim Crane Works, L.P.	MAXIM PERFECTPARTNER	7075684	June 6, 2023
Maxim Crane Works, L.P.	C COAST CRANE COMPANY A DIVISION OF MAXIM CRANE WORKS L.P.	6880505	October 18, 2022
Maxim Crane Works, L.P.	AMQUIP CRANE A DIVISION OF MAXIM CRANEWORKS	6821647	August 16, 2022
Maxim Crane Works, L.P.	MAXIM XTREME POWER	6442327	August 3, 2021
Maxim Crane Works, L.P.	CRANE RENTAL A DIVISION OF MAXIM CRANE WORKS HEAVY HAULING RIGGING CRANES	6412469	July 6, 2021
Maxim Crane Works, Inc.	A NCSG COMPANY B&G CRANE SERVICE LLC	6285611	March 9, 2021
Maxim Crane Works, Inc.	B&G CRANE	6285609	March 9, 2021
Maxim Crane Works, L.P.	AMQUIP A DIVISION OF MAXIM CRANE WORKS L.P.	5908571	November 12, 2019
Maxim Crane Works, L.P.	MAXIM THE COMPANY OF FAMILIES	5846227	August 27, 2019
Maxim Crane Works, L.P.	THE COMPANY OF FAMILIES	5716911	April 2, 2019
Maxim Crane Works, L.P.	CRANE RENTAL A DIVISION OF MAXIM CRANE	5908353	November 12, 2019

	WORKS HEAVY HAULING · RIGGING · CRANES		
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U.S. Trademark Applications

<u>Owners</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Maxim Crane Works, L.P.	MAXIM MARKETPLACE	98020418	May 31, 2023