

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM384168

<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>
Maxim Crane Works, L.P.		05/11/2016	Limited Partnership: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC, as Collateral Agent		
<b>Street Address:</b>	225 W. Washington Street, Suite 2100		
<b>Internal Address:</b>	Attn: Bratislav Srejjic, Legal Deparment		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2684203	MAXIM CRANE WORKS	
<b>Registration Number:</b>	2681621	MAXIM	
<b>Registration Number:</b>	2684200	MAXIM CRANE WORKS	
<b>Registration Number:</b>	2684199	MAXIM	
<b>Registration Number:</b>	2684198	X	
<b>Serial Number:</b>	86707609	CRANE RENTAL A DIVISION OF MAXIM CRANE W	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134306407		
<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>	213-430-6350		
<b>Email:</b>	schoi@omm.com		
<b>Correspondent Name:</b>	Sunna Choi, Esq.		
<b>Address Line 1:</b>	O'Melveny & Myers LLP		
<b>Address Line 2:</b>	400 South Hope Street, 18th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Alexandra C. Echery		
<b>SIGNATURE:</b>	/ace/		

CH \$165.00 2684203

<b>DATE SIGNED:</b>	05/12/2016
<b>Total Attachments: 5</b> source=Maxim - Trademark Security Agreement (2016) [executed](2314100_1_CH)#page1.tif source=Maxim - Trademark Security Agreement (2016) [executed](2314100_1_CH)#page2.tif source=Maxim - Trademark Security Agreement (2016) [executed](2314100_1_CH)#page3.tif source=Maxim - Trademark Security Agreement (2016) [executed](2314100_1_CH)#page4.tif source=Maxim - Trademark Security Agreement (2016) [executed](2314100_1_CH)#page5.tif	

**GRANT OF SECOND LIEN  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 11, 2016 is made by MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership located at 1225 Washington Pike, Bridgeville, PA 15017 (the "Obligor"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent (the "Collateral Agent") for the Secured Parties, in accordance with the Second Lien Credit Agreement, dated as of May 11, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership (the "Borrower"), the other parties thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Obligor, Holdings, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of May 11, 2016, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a security interest in all Intellectual Property; including the trademarks, and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Term Loans, and to secure the Obligations, the Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in all of the Obligor's right, title and interest in, to and under the trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

3. Certain Limited Exclusions Applicable to Security Interest in Trademarks. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a

security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use applicable under applicable federal law.

4. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

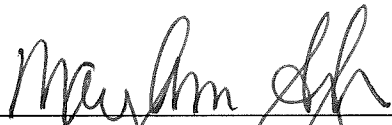
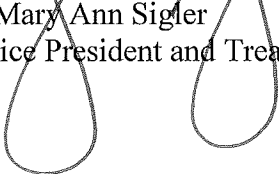
5. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAXIM CRANE WORKS, L.P.

By:  \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer  
Date: 

CORTLAND CAPITAL MARKET SERVICES LLC  
as Collateral Agent for the Secured Parties




By: 

Name: **Polina Arsentyeva**  
Title: **Associate Counsel**

## SCHEDULE A

### U.S. Trademark Registrations and Applications and U.S. exclusive Trademark Licenses

Registrations:

#	Trademark	Serial Number	Registration Number	Type	Filing Date	Registration Date
1	MAXIM CRANE WORKS	76023672	2684203	Typed Drawing	04/11/00	02/04/03
2	MAXIM	76023671	2681621	Typed Drawing	04/11/00	01/28/03
3		76022767	2684200	Design Plus Words, Letters and/or numbers	04/11/00	02/04/03
4		76022648	2684199	Design Plus Words, Letters and/or numbers	04/11/00	02/04/03
5		76022647	2684198	Design Plus Words, Letters and/or numbers	04/11/00	02/04/03

Applications:

Owner	Trademark	Serial Number	Filing Date
Maxim Crane Works, L.P.	CRANE RENTAL A DIVISION OF MAXIM CRANE WORKS HEAVY HAULING	8670760 9	7/28/2015