

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROCK SERVICES, LLC as Pledgor		12/21/2020	Limited Liability Company: TEXAS
BROCK ENTERPRISES, LLC as Pledgor		12/21/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	ALLY BANK, as Collateral Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5170092	UNITED SCAFFOLDING	
Registration Number:	2991333	BROCK	
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:	8007130755		
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:	Corenda R. Gaines		
SIGNATURE:	/Corenda R. Gaines/		
DATE SIGNED:	12/21/2020		
Total Attachments: 7 source=IP filing#page1.tif			

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ABL TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2020 (this “Agreement”), among the Parties on the signature pages hereto and ALLY BANK, as Collateral Agent (the “Collateral Agent”).

Reference is made to the Amended and Restated ABL Collateral Agreement dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among BROCK HOLDINGS II, LLC (“*Holdings*”), THE BROCK GROUP, INC. (“*Ultimate Parent*”), BROCK HOLDINGS III, LLC, (the “*Specified U.S. Borrower*”), each Subsidiary of Holdings from time to time identified therein as a party (each, a “*Subsidiary Loan Party*”) and Collateral Agent. The obligations of the Lenders to make certain financial accommodations to the Loan Parties are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, 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 or performance, as the case may be, in full of the Obligations or Secured Guarantee, each Pledgor, hereby grants to the Collateral Agreement, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Pledgor’s right, title or interest in or to any and all of the following assets and properties 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 “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for “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 Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule A (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

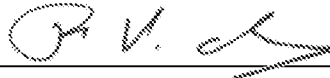
SECTION 3. Collateral Agreement. The Security Interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

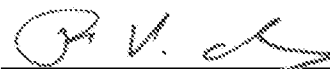
IN WITNESS WHEREOF, each Pledgor has caused this ABL Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROCK SERVICES, LLC
as Pledgor

By: 

Name: Ricardo Iglesias
Title: Executive Vice President, Chief
Financial Officer, Chief
Operating Officer and Treasurer

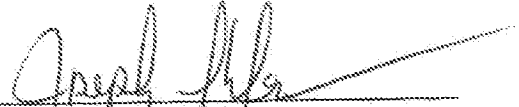
BROCK ENTERPRISES, LLC
as Pledgor

By: 

Name: Ricardo Iglesias
Title: Executive Vice President, Chief
Financial Officer, Chief
Operating Officer and Treasurer

ALLY BANK, as Collateral Agent

By

A handwritten signature in cursive script, appearing to read "Joseph Skafefowsky", written over a horizontal line.

Name: Joseph Skafefowsky
Title: Authorized Signatory

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007141 FRAME: 0571

SCHEDULE A

Entity	Trademark	Federally Registered	Registration Number
BROCK SERVICES, LLC	UNITED SCAFFOLDING	Yes	5170092
BROCK ENTERPRISES, LLC	BROCK	Yes	2991333