

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIGGE GROUP		04/30/2021	Corporation: CALIFORNIA
BIGGE CRANE AND RIGGING CO.		04/30/2021	Corporation: CALIFORNIA
BIGGE DEVELOPMENT CO.		04/30/2021	Corporation: CALIFORNIA
SETTLEMIER CORP.		04/30/2021	Corporation: CALIFORNIA
BIGGE POWER CONSTRUCTORS		04/30/2021	Corporation: CALIFORNIA
SILICON VALLEY CRANE, INC.		04/30/2021	Corporation: CALIFORNIA
BIGGE HOLDING COMPANY, LLC		04/30/2021	Limited Liability Company: NEVADA
GLOBAL CRANES & MACHINERY, LLC		04/30/2021	Limited Liability Company: CALIFORNIA
CRANE AND EQUIPMENT FINANCING CO., LLC		04/30/2021	Limited Liability Company: CALIFORNIA
GALENA EQUIPMENT RENTAL, LLC		04/30/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	One California Street, 20th Floor		
Internal Address:	Attn: Zachary Lindberg		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5035010	BIGGE	
Registration Number:	5821698	PERFECT FLEET	
CORRESPONDENCE DATA			
Fax Number:			

OP \$65.00 5035010

TRADEMARK

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.

Phone: 804 775 4391
Email: edavenport@mcguirewoods.com
Correspondent Name: Christel E. Harlacher, McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 2: Gateway Plaza
Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	04/30/2021

Total Attachments: 9

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) dated as of April 30, 2021 (the “Effective Date”) is among BIGGE GROUP, a California corporation (“Bigge Group”), BIGGE HOLDING COMPANY, LLC, a Nevada limited liability company (“Holdings”; together with Bigge Group, each a “Borrower” and collectively, “Borrowers”), each other grantor party hereto (together with the Borrowers, collectively, the “Grantors”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent (the “Administrative Agent”) for the Lenders under the Credit Agreement (as defined below).

RECITALS

A. This Agreement amends, restates and supersedes in its entirety, and is given as a replacement for, and not in satisfaction of or as a novation with respect to, that certain Intellectual Property Security Agreement, dated as of February 20, 2020 among Bigge Group, each other Grantor (as defined therein), and Administrative Agent, as such may have been amended from time to time prior to the date hereof.

B. Reference is made to that certain Amended and Restated Credit Agreement dated as of the date hereof among Borrowers, the lenders from time to time party thereto (“Lenders”), and Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Initially capitalized that are undefined herein shall have the meaning ascribed thereto in the Credit Agreement or Security Agreement (as defined below).

C. Reference is made to that certain Amended and Restated Security Agreement dated as of the date hereof among Borrowers, certain Subsidiaries of the Borrowers, and Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

D. The Grantors are entering into this Agreement to secure their obligations under and in connection with the Credit Agreement and the other Loan Documents and to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement.

E. Pursuant to the terms of the Security Agreement, the Grantors have granted to Administrative Agent, for the benefit of the Lenders, security interests in all of the Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (as defined in the Security Agreement) (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, the Grantors hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Security Agreement, each Grantor grants and pledges to Administrative Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor in the United States Patent and Trademark Office, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor in the United States Patent and Trademark Office.

3. Each Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Administrative Agent with at least five (5) days prior written notice thereof, (ii) providing the Administrative Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Administrative Agent may reasonably request from time to time to perfect or continue the perfection of Administrative Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Administrative Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of the Administrative Agent.

4. The security interests granted herein are granted in conjunction with the security interests granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement, Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Administrative Agent of any one or

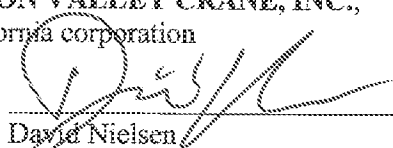
more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement, Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, any Issuing Bank, or any Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Administrative Agent and the Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that Administrative Agent, any Issuing Bank, and the Lenders shall retain all rights arising under Federal law.

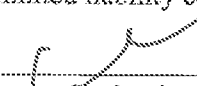
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BIGGE GROUP,
a California corporation
BIGGE CRANE AND RIGGING CO.,
a California corporation
BIGGE DEVELOPMENT CO.,
a California corporation
SETTLEMIER CORP.,
a California corporation
BIGGE POWER CONSTRUCTORS,
a California corporation
SILICON VALLEY CRANE, INC.,
a California corporation


By: 
Name: David Nielsen
Title: CFO

BIGGE HOLDING COMPANY, LLC,
a Nevada limited liability company

By: 
Name: Weston Settlemier
Title: Manager

GLOBAL CRANES & MACHINERY, LLC,
a California limited liability

By: BIGGE GROUP, a California corporation
Its: Manager

By: 
Name: David Nielsen
Title: CFO

CRANE AND EQUIPMENT FINANCING CO., LLC, a
California limited liability

By: _____
Name: Weston Settlemier
Title: President

GALENA EQUIPMENT RENTAL, LLC,
a Nevada limited liability company

By: _____
Name: Weston Settlemier
Title: Manager

*AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BIGGE)
SIGNATURE PAGE*

TRADEMARK
REEL: 007276 FRAME: 0401

Address of Administrative Agent:

One California Street, 20th Floor
San Francisco, CA 94111
Attn: Zachary Lindberg

ADMINISTRATIVE AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: Zachary Lindberg
Name: Zachary Lindberg
Title: Vice President

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

US Trademarks				
Title	Owner	Reg Date	Reg No	Serial No
Bigge (word mark)	Bigge Crane & Rigging Co.	9/6/2016	5035010	86823620
Perfect Fleet (word mark)	Bigge Crane & Rigging Co.	7/30/2019	5821698	88271681

SCHEDULE C

Patents

Patents				
Name	Holder	Patent No.	Publication No.	Issue Date
RING DERRICK WITH STATIONARY COUNTERWEIGHT	Bigge Crane & Rigging Co.	8550266	20100264105	9/18/2013