TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safway Services, LLC		105/14/2013 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Trustee
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3597440	ARISE WACO
Registration Number:	988546	AUTO-LOCK
Registration Number:	1538098	CABBY
Serial Number:	85342488	
Registration Number:	2745420	
Registration Number:	2253208	DURAPLANK
Registration Number:	2523977	EXPRESCAFF
Registration Number:	696866	HI-LOAD
Registration Number:	4088084	QUIKDECK
Registration Number:	3083505	QUIKDECK
Registration Number:	2632694	SAFLOAD
Registration Number:	3806737	SAFLOCK SYSTEM SCAFFOLD
Registration Number:	2723913	SAFMAX
Serial Number:	85749210	SAFWAY

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Registration Number:	4069625	SAFWAY
Registration Number:	1531603	SAFWAY
Registration Number:	725782	SAFWAY
Registration Number:	4304443	SAFWAY TRACKING SYSTEM
Registration Number:	1769726	SATURN
Registration Number:	767390	SHORE "X"
Serial Number:	85836056	STS
Registration Number:	683877	SPEEDLOCK
Serial Number:	85656913	THE SMART WAY
Registration Number:	510607	WACO
Registration Number:	2527926	WACO MAX
Registration Number:	1479307	WACO WEDGELOK
Registration Number:	2251794	WACO WRAP
Registration Number:	3780692	WEDGELOK

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (212) 455-7803

Email: ksolomon@stblaw.com

Correspondent Name: Jodie Sopher Pimentel, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	033917/0009
NAME OF SUBMITTER:	Jodie Sopher Pimentel
Signature:	/jsp/
Date:	06/12/2013

Total Attachments: 12

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this "Agreement"), dated May 14, 2013, is by Safway Services, LLC, a Delaware limited liability company ("Grantor"), and Wilmington Trust, National Association, as Collateral Trustee (the "Grantee"), in its capacity as collateral trustee pursuant to the Collateral Trust Agreement and the Pledge and Security Agreement (each as hereinafter defined) acting for and on behalf the Parity Lien Secured Parties (as defined in the Pledge and Security Agreement).

WITNESSETH:

WHEREAS, Grantor has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, trade styles, service marks and logos and applications therefor described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantor, the Grantee and certain other parties have entered into that certain Pledge and Security Agreement dated as of May 14, 2013 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Pledge and Security Agreement").

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and payment in full of all of the Parity Lien Obligations, Grantor hereby grants to Grantee, for the benefit of itself and the other Parity Lien Secured Parties, a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Grantee, for the benefit of itself and the other Parity Lien Secured Parties: (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to all of Grantor's trademarks, trade names, trade styles, service marks and logos; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Grantee, for the benefit of itself and the other Parity Lien Secured Parties, pursuant to this Agreement shall secure the prompt performance and payment in full of all of the Parity Lien Obligations owing by Grantor and Parent to Grantee and the other Parity Lien Secured Parties, in each case arising under this Agreement, the Pledge and Security Agreement, the Collateral Trust Agreement and any Parity Lien Debt Documents, whether now existing or hereafter arising.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor hereby represents, warrants and covenants with and to Grantee that (all of such representations, warranties and covenants being continuing so long as any of the Parity Lien Obligations are outstanding):

- (a) All of the Collateral is valid and subsisting in full force and effect, and Grantor owns the sole, full, and clear title thereto, except to the extent set forth on Exhibit A hereto, and the right and power to grant the security interests granted hereunder. Grantor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications, in each case except to the extent otherwise provided in the Pledge and Security Agreement.
- (b) Grantor authorizes Grantee to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.
- (c) As of the date hereof, Grantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.
- (d) At the end of each fiscal quarter, Grantor shall provide Grantee with written notice of all applications for the registration of a Trademark which were filed with the United States Patent and Trademark Office or any similar office or agency in the United States or, any State therein, during the immediately preceding fiscal quarter and copies of all certificates of registration of Trademark issued by the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country during the immediately preceding fiscal quarter. Upon the request of Grantee, Grantor shall execute and deliver to Grantee any and all assignments, agreements, instruments, documents and such other papers as may be requested by Grantee to evidence the security interests of Grantee in any Trademark.
- (e) Subject to the terms of the Intercreditor Agreement and the Collateral Trust Agreement, Grantor will render any assistance to Grantee as Grantee shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Grantee's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.
- (f) Grantor will promptly notify Grantee if Grantor (or any subsidiary thereof) learns of any use by any Person of any trademark, trade name, trade style. service mark or logo likely to cause confusion with any Trademark. If reasonably requested by Grantee, Grantor, at Grantor's expense, shall join with Grantee in such action as may be necessary for the protection of Grantee's interest in and to the Trademarks.
- (g) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds Grantee and each Parity Lien Secured Party harmless from and against any claim, suit, loss, damage, or expense (including legal expenses and reasonable attorneys' fees)

arising out of any alleged infringement or defect in any product or service manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product or service by Grantor (or any affiliate or subsidiary thereof).

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of any Event of Default, subject to the terms of the Intercreditor Agreement and the Collateral Trust Agreement, in addition to all other rights and remedies of Grantee or any of the other Parity Lien Secured Parties, whether provided under law, this Agreement, the Pledge and Security Agreement, the Collateral Trust Agreement, any Parity Lien Debt Documents or otherwise, Grantee shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder or any other Parity Lien Debt Document:

- (a) Grantee may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Grantee by Grantor.
- (b) Grantee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Grantee shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.
- (c) Grantee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of ten (10) business days' notice to Grantor in the manner set forth in the Pledge and Security Agreement, and in any case be subject to the provisions of the Pledge and Security Agreement, of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Grantee shall have the power to buy the Collateral or any part thereof, and Grantee shall also have the power to execute assurances and perform all other acts which Grantee may, in its discretion, deem necessary to complete such assignment, sale, or disposition. In any such event, Grantor shall be liable for any deficiency.
- (d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 4(c) hereof, Grantee may at any time execute and deliver on behalf of Grantor, one or more instruments of assignment of the Trademark (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Grantee all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees to the extent required by, and in accordance with, the Pledge and Security Agreement.
- (e) Grantor shall supply to Grantee (or its designee) Grantor's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.
- (f) Nothing contained herein shall be construed as requiring Grantee to take any such action at any time (other than the provision of notice required herein or under the Pledge and Security Agreement). All of Grantee's rights and remedies, whether provided under law, this Agreement, the Pledge and

Security Agreement, the Collateral Trust Agreement, any Parity Lien Debt Documents or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

- (a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.
- (b) Each of Grantor and Grantee irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, whichever Grantee may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Grantee shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Grantee deems reasonably necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Grantor or its property).
- (c) EACH OF GRANTOR AND GRANTEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GRANTOR AND GRANTEE OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR GRANTEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) <u>Construction</u>. Capitalized terms used herein and not defined herein shall have the meanings specified in the Pledge and Security Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Grantor", any "Grantee", or any "Parity Lien Secured Party" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

- (b) <u>Successors and Assigns</u>. This Agreement shall be binding upon Grantor and its successors and assigns and inure to the benefit of and be enforceable by Grantee and Parity Lien Secured Parties and each of their respective successors and permitted assigns.
- (c) <u>Partial Invalidity</u>. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.
- (d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Grantor and Grantee. Grantee and any of the other Parity Lien Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Grantee (and the other Parity Lien Secured Parties with respect to any waiver of an Event of Default). Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Grantee or any of the other Parity Lien Secured Parties of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Grantee or such other Parity Lien Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.
- (e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Grantor and Grantee and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Grantor's and Grantee's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Grantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Parity Lien Debt Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.
- (f) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

SAFWAY SERVICES, LLC, as Grantor

By: Mame: Curt Paulsen

Title: Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Grantee

By: ____ Name: Title:

EXHIBIT A

TRADEMARKS AND APPLICATIONS

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC	ARISE WACO	3597440	3/31/2009
Safway Services, LLC	AUTO-LOCK	988546	7/16/1974
Safway Services, LLC	CABBY	1538098	5/9/1989
Safway Services, LLC	Design Only	85342488	6/9/2011
Safway Services, LLC	Design Only	2745420	8/5/2003
Safway Services, LLC	DURAPLANK	2253208	6/15/1999
Safway Services, LLC	EXPRESCAFF	2523977	1/1/2002
Safway Services, LLC	HI-LOAD	696866	4/26/1960
Safway Services, LLC	QUIKDECK	4088084	1/17/2012
Safway Services, LLC	QUIKDECK	3083505	4/18/2006
Safway Services, LLC	SAFLOAD	2632694	10/8/2002
Safway Services, LLC	SAFLOCK SYSTEM SCAFFOLD	3806737	6/22/2010
Safway Services, LLC	SAFMAX	2723913	6/10/2003
Safway Services, LLC	SAFWAY	85749210	10/9/2012
Safway Services, LLC	SAFWAY	4069625	12/13/2011
Safway Services, LLC	SAFWAY	1531603	3/28/1989
Safway Services, LLC	SAFWAY	725782	1/2/1962
Safway Services, LLC	SAFWAY TRACKING SYSTEM	4304443	3/19/2013
Safway Services, LLC			5/11/1993
Safway Services, LLC	SHORE "X"	767390	3/31/1964
Safway Services, LLC	STS	85836056	1/30/2013
Safway Services, LLC	SPEEDLOCK	683877	8/25/1959
Safway Services, LLC	THE SMART WAY	85656913 PENDING ITU	6/20/2012

Safway Services, LLC	WACO	510607	6/7/1949
Safway Services, LLC	WACO MAX	2527926	1/8/2002
Safway Services, LLC	WACO WEDGELOK ACO MADDUMLO MADUMLO MADDUMLO MADUMLO MADDUMLO MADDUMLO MADDUMLO MADDUMLO MADDUMLO MADDUMLO	1479307	3/8/1988
Safway Services, LLC	WACO WRAP	2251794	6/8/1999
Safway Services, LLC	WEDGELOK	3780692	4/27/2010

CANADA:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC (formerly owned by Waco International Corporation)	HI-LOAD	252281	11/7/1980
Safway Services, LLC	PRODUCT CONFIGURATION	1562707	
Safway Services, LLC	QUIKDECK	1562392	
Safway Services, LLC	SAFLOCK SYSTEM SCAFFOLD	1457571	
Safway Services, LLC	SAFMAX	637922	4/20/2005
Safway Services, LLC	SAFSCAF	637005	4/7/2005
Safway Services, LLC	SAFWAY	09259	4/8/1937
Safway Services, LLC	SAFWAY	TMA636435	3/31/2005
Safway Services, LLC	SAFWAY & Design	638074	4/21/2005
Safway Services, LLC	SATURN & Design	TMA636436	3/31/2005
Safway Services, LLC (formerly owned by Waco International Corporation)	SPEEDLOCK	249947	8/29/1980
Safway Services, LLC (formerly owned by Waco International Corporation)	SPEEDLOCK	252311	11/7/1980
Safway Services, LLC	THE SMART WAY	1590278	
Safway Services, LLC (formerly owned by Waco International Corporation)	WACO	767813	5/26/2010
Safway Services, LLC (formerly owned by Waco International Corporation)	WACO BLUE	291134	5/18/1984
Safway Services, LLC (formerly owned by Waco International Corporation)	WACO RED	291133	5/18/1984

UNITED KINGDOM:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing
Safway Services, LLC	SAFWAY	764114	4/1/1957

SAUDI ARABIA:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC	QUIKDECK	182046	
Safway Services, LLC	SAFWAY	182044	
Safway Services, LLC	SAFWAY	182045	

INTERNATIONAL REGISTRATION/MADRID PROTOCOL:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC	PRODUCT CONFIGURATION NODE	1102748	12/8/2011
Safway Services, LLC	QUIKDECK	1104986	12/14/2011
Safway Services, LLC	SAFWAY	A0033029	

AUSTRALIA:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC	SAFWAY &Design	A455988	11/25/1986

BRAZIL:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC	PRODUCT CONFIGURATION	931112708266	
Safway Services, LLC	QUIKDECK	830838260	

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Safway Services, LLC	QUIKDECK	831294949	
Safway Services, LLC	QUIKDECK	831294957	
Safway Services, LLC	SAFLOK SYSTEM SCAFFOLD	831199784	
Safway Services, LLC	SAFWAY	830855491	
Safway Services, LLC	SAFWAY	830855505	

INDIA:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC	QUIKDECK	2256483	
Safway Services, LLC	SAFWAY	2135554	
Safway Services, LLC	SAFWAY	2135556	

MEXICO:

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Safway Services, LLC	QUIKDECK	1246396	
Safway Services, LLC	QUIKDECK	1246397	
Safway Services, LLC	SAFWAY	458027	

EXHIBIT B

LICENSES

None.

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RECORDED: 06/12/2013

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