

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFWAY SERVICES, LLC		08/19/2016	Limited Liability Company: DELAWARE
SAFWAY GROUP HOLDING LLC		08/19/2016	Limited Liability Company: DELAWARE
NORTH AMERICAN COATINGS, LLC		08/19/2016	Limited Liability Company: DELAWARE
ALL-AMERICAN SCAFFOLD, LLC		08/19/2016	Limited Liability Company: IOWA
REDI SOLUTIONS, LLC		08/19/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	510607	WACO	
Registration Number:	683877	SPEEDLOCK	
Registration Number:	696866	HI-LOAD	
Registration Number:	725782	SAFWAY	
Registration Number:	1479307	WACO WEDGELOK	
Registration Number:	1531603	SAFWAY	
Registration Number:	1538098	CABBY	
Registration Number:	1769726	SATURN	
Registration Number:	2745420		
Registration Number:	2251794	WACO WRAP	
Registration Number:	2253208	DURAPLANK	

OP \$940.00 510607

Property Type	Number	Word Mark
Registration Number:	2527926	WACO MAX
Registration Number:	2523977	EXPRESCAFF
Registration Number:	2632694	SAFLOAD
Registration Number:	2723913	SAFMAX
Registration Number:	3780692	WEDGELOK
Registration Number:	3806737	SAFLOCK SYSTEM SCAFFOLD
Registration Number:	3083505	QUIKDECK
Registration Number:	4069625	SAFWAY
Registration Number:	4545926	
Registration Number:	4088084	QUIKDECK
Registration Number:	4304443	SAFWAY TRACKING SYSTEM
Registration Number:	4342599	SAFWAY
Registration Number:	4621805	STS
Registration Number:	4809022	SAFRISE CLIMBER
Registration Number:	4769267	QUIKSHIELD
Registration Number:	4625816	THE SMART WAY
Registration Number:	4869302	CL COATINGS
Registration Number:	4862051	ICF INDUSTRIAL COATINGS & FIREPROOFING
Registration Number:	3049589	ALL AMERICAN SCAFFOLD, INC.
Registration Number:	3212231	ALL AMERICAN SCAFFOLD
Registration Number:	4830139	REDI SOLUTIONS
Serial Number:	86844692	SAFRING
Serial Number:	87013174	SAFTRAN
Serial Number:	87013176	SAFASCENT
Serial Number:	87013179	SAFCAR
Serial Number:	87013189	SAFRISE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F164967

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	08/19/2016
Total Attachments: 8 source=#88790590v1 - (First Lien Trademark Security Agreement)#page3.tif source=#88790590v1 - (First Lien Trademark Security Agreement)#page4.tif source=#88790590v1 - (First Lien Trademark Security Agreement)#page5.tif source=#88790590v1 - (First Lien Trademark Security Agreement)#page6.tif source=#88790590v1 - (First Lien Trademark Security Agreement)#page7.tif source=#88790590v1 - (First Lien Trademark Security Agreement)#page8.tif source=#88790590v1 - (First Lien Trademark Security Agreement)#page9.tif source=#88790590v1 - (First Lien Trademark Security Agreement)#page10.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2016 (this “Agreement”), is made by the entities listed on Schedule A hereto (each a “Grantor” and collectively, the “Grantors”) in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, each Grantor entered into a First Lien Pledge and Security Agreement dated as of August 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), among each Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the First Lien Pledge and Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral

a. **Grant of Security.** Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all assets of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”) as collateral security for the Secured Obligations:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule B attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

b. **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section

2.1 hereof attach to any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law

3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the First Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall control.

4. Recordation

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

THE PROVISIONS OF THE CREDIT AGREEMENT UNDER THE HEADINGS "CONSENT TO JURISDICTION" AND "WAIVER OF JURY TRIAL" ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

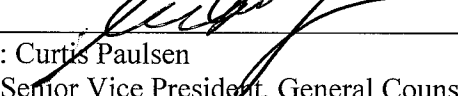
6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SAFWAY SERVICES, LLC
SAFWAY GROUP HOLDING LLC**

By: 
Name: Curtis Paulsen
Title: Senior Vice President, General Counsel and Secretary

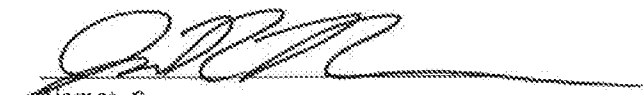
**NORTH AMERICAN COATINGS, LLC
ALL-AMERICAN SCAFFOLD, LLC
REDI SOLUTIONS, LLC**

By: 
Name: Curtis Paulsen
Title: Vice President

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:


Name: Robbie Pearson
Title: Authorized Signatory

[Signature Page -- First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005859 FRAME: 0767

**SCHEDULE A
GRANTORS**

Safway Services, LLC
Safway Group Holding LLC
North American Coatings, LLC
All-American Scaffold, LLC
Redi Solutions, LLC

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Safway Services, LLC

Mark	Registration No.	Registration Date
WACO	510607	06/07/1949
SPEEDLOCK	683877	08-25-1959
HI-LOAD	696866	04-26-1960
SAFWAY	725782	01-02-1962
WACO WEDGELOK	1479307	03-08-1988
SAFWAY	1531603	03-28-1989
CABBY	1538098	05-09-1989
SATURN	1769726	05-11-1993
DESIGN ONLY – SCAFFOLDING	2745420	08-05-2003
WACO WRAP	2251794	06-08-1999
DURAPLANK	2253208	06-15-1999
WACO MAX	2527926	01-08-2002
EXPRESCAFF	2523977	01-01-2002
SAFLOAD	2632694	10-08-2002
SAFMAX	2723913	06-10-2003
WEDGELOK	3780692	04-27-2010
SAFLOCK SYSTEM SCAFFOLD	3806737	06-22-2010
QUICKDECK	3083505	04-18-2006
SAFWAY	4069625	12-13-2011
DESIGN ONLY - THREE-DIMENSIONAL PRODUCT CONFIGURATION FOR A NODE WITH AN OCTAGONAL	4545926	06-10-2014
QUICKDECK	4088084	01-17-2012
SAFWAY TRACKING SYSTEM	4304443	03-19-2013
SAFWAY	4342599	05-28-2013
STS	4621805	10-14-2014
SAFRISE CLIMBER	4809022	09-08-2015

QUICKSHIELD	4769267	07-07-2015
THE SMART WAY	4625816	10-21-2014

Safway Group Holding LLC

None.

North American Coatings, LLC

Mark	Registration No.	Registration Date
CL COATINGS	4869302	12-15-2015
ICF INDUSTRIAL COATINGS & FIREPROOFING	4862051	12-01-2015

All-American Scaffold, LLC

Mark	Registration No.	Registration Date
ALL AMERICAN SCAFFOLD, INC.	3049589	01-24-2006
ALL AMERICAN SCAFFOLD	3212231	02-27-2007

Redi Solutions, LLC

Mark	Registration No.	Registration Date
REDI SOLUTIONS	4830139	10-13-2015

TRADEMARK APPLICATIONS

Safway Services, LLC

None.

Safway Group Holding LLC

Mark	Serial No.	Filing Date
SAFRING	86844692	12-10-2015
SAFTRAN	87013174	04-25-2016
SAFASCENT	87013176	04-25-2016
SAFCAR	87013179	04-25-2016
SAFRISE	87013189	04-25-2016

North American Coatings, LLC

None.

All-American Scaffold, LLC

None.

Redi Solutions, LLC

None.