

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4015139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SAFWAY SERVICES, LLC	08/19/2016
SWING STAGING, LLC	08/19/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
<b>Street Address:</b>	1300 THAMES STREET, 4TH FLOOR
<b>Internal Address:</b>	THAMES STREET WHARF
<b>City:</b>	BALTIMORE
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	4815563
Patent Number:	5762441
Patent Number:	5882136
Patent Number:	7779599
Patent Number:	7941986
Patent Number:	9103080
Patent Number:	9243742
Patent Number:	9388589
Patent Number:	D512299
Patent Number:	4997062
Application Number:	12530741
Application Number:	13802309
Application Number:	13962624
Application Number:	14127778
Application Number:	14282882
Application Number:	14598994
<b>CORRESPONDENCE DATA</b>	

**Fax Number:** (800)494-7512

***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

<b>ATTORNEY DOCKET NUMBER:</b>	F164966
--------------------------------	---------

<b>NAME OF SUBMITTER:</b>	KAREN S. COTTRELL
---------------------------	-------------------

<b>SIGNATURE:</b>	/Karen S. Cottrell/
-------------------	---------------------

<b>DATE SIGNED:</b>	08/19/2016
---------------------	------------

**Total Attachments: 6**

source=#88790589v1 - (First Lien Patent Security Agreement)#page2.tif

source=#88790589v1 - (First Lien Patent Security Agreement)#page3.tif

source=#88790589v1 - (First Lien Patent Security Agreement)#page4.tif

source=#88790589v1 - (First Lien Patent Security Agreement)#page5.tif

source=#88790589v1 - (First Lien Patent Security Agreement)#page6.tif

source=#88790589v1 - (First Lien Patent Security Agreement)#page7.tif

## FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of August 19, 2016 (this “Agreement”), is made by Safway Services, LLC and Swing Staging LLC (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, the Grantors 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 the Grantors 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 Patent 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 First Lien 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

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 personal property of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”) as collateral security for the Secured Obligations:

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed on Schedule A attached hereto (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

### 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 Patent 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**

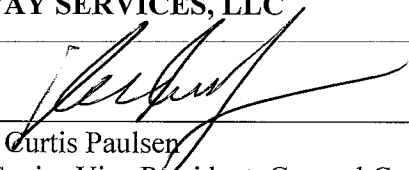
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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.

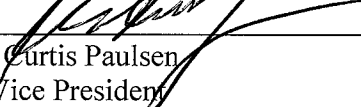
**SAFWAY SERVICES, LLC**

---

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

**SWING STAGING, LLC**

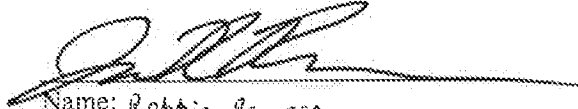
---

By:   
Name: Curtis Paulsen  
Title: Vice President

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Robbie Pearson", written over a horizontal line.

Name: Robbie Pearson

Title: Authorized Signatory

[Signature Page – First Lien Patent Security Agreement]

**PATENT**  
**REEL: 039753 FRAME: 0667**

**SCHEDULE A  
TO  
PATENT SECURITY AGREEMENT**

**ISSUED PATENTS**

Safway Services, LLC

Title	Patent No.	Issue Date
ADJUSTABLE POST AND METHOD OF USING THE POST TO ERECT SUSPENSION SCAFFOLDING	4815563	03-28-1989
END CAP SYSTEM FOR SCAFFOLDING PLANKS	5762441	06-09-1998
END CAP SYSTEM FOR SCAFFOLDING PLANKS	5882136	03-16-1999
ARTICULATING WORK PLATFORM SUPPORT SYSTEM, WORK PLATFORM SYSTEM, AND METHODS OF USE THEREOF	7779599	08-24-2010
ARTICULATING WORK PLATFORM SUPPORT SYSTEM, WORK PLATFORM SYSTEM, AND METHODS OF USE THEREOF	7941986	05-17-2011
ARTICULATING WORK PLATFORM SUPPORT SYSTEM, WORK PLATFORM SYSTEM, AND METHODS OF USE THEREOF	9103080	08-11-2015
SUSPENSION CONNECTOR SYSTEM CONFIGURED FOR USE WITH SUSPENDED SCAFFOLDING, AND RELATED METHODS	9243742	01-26-2016
WORK PLATFORM SYSTEM INCLUDING SUSPENDED PANELED PORTION AND METHOD OF IMPLEMENTING SAME	9388589	07-12-2016
SCAFFOLDING HATCH DECK HINGE	D512299	12-06-2005

Swing Staging LLC

Title	Patent No.	Issue Date
SWING SCAFFOLD	4997062	03-05-1991

**PATENT APPLICATIONS**

Safway Services, LLC

Title	Application No.	Filing Date
ERECTOR SCAFFOLD DECK FALL ARREST ASSEMBLY	12530741	09-10-2009

SCAFFOLD PLANK STRUCTURE	13802309	03-13-2013
ACCESS STRUCTURE INTEGRATION ASSEMBLY AND INTEGRATED ACCESS SYSTEMS AND METHODS OF USING THE SAME	13962624	08-08-2013
WORK PLATFORM SYSTEM CONFIGURED FOR USE STRUCTURE WITH INTERNAL CAVITY, AND RELATED METHODS OF ASSEMBLY AND USE	14127778	02-26-2014
WORK PLATFORM SYSTEM INCLUDING SUSPENDED paneled portion and method of implementing same	14282882	05-20-2014
ACCESS STRUCTURE INTEGRATION ASSEMBLY AND INTEGRATED ACCESS SYSTEMS AND METHODS OF USING THE SAME	13962624	08-08-2013
ARTICULATING WORK PLATFORM SUPPORT SYSTEM, WORK PLATFORM SYSTEM, AND METHODS OF USE THEREOF	14598994	01-16-2015

Swing Staging LLC

None.