

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4479666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
BRAND SHARED SERVICES LLC	06/21/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	GOLDMAN SACHS BANK USA
<b>Street Address:</b>	200 WEST STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282

**PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	6789649
Patent Number:	5930966
Patent Number:	6913422
Patent Number:	6976557
Patent Number:	7137478
Patent Number:	7938380
Patent Number:	7963367
Patent Number:	8579084
Patent Number:	8651449
Patent Number:	5941345
Patent Number:	6105723
Patent Number:	5829550
Patent Number:	6695277
Application Number:	13684878
Application Number:	13542947
Application Number:	15432511

**CORRESPONDENCE DATA**

**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.*

**PATENT**

**Phone:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** STEWART WALSH  
**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F170983 PAT BRAND

**NAME OF SUBMITTER:** EMILY OHANNESSIAN

**SIGNATURE:** /Emily Ohannessian/

**DATE SIGNED:** 06/27/2017

**Total Attachments: 6**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of June 21, 2017, made by BRAND SHARED SERVICES LLC, a Delaware limited liability company (the "Grantor"), in favor of GOLDMAN SACHS BANK USA, a Delaware corporation (the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 21, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Brand Energy & Infrastructure Services, Inc., a Delaware corporation (together with its successors and assigns, the "Parent Borrower"), Aluma Systems Intermediate Holdings Inc., an Alberta corporation (together with its successors and assigns, the "Canadian Borrower"), and together with the Parent Borrower, the "Borrowers" and each individually, a "Borrower"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans and the Initial Revolving Loans (collectively, the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Parent Borrower, Midco and certain Domestic Subsidiaries of the Parent Borrower other than Grantor have executed and delivered the U.S. Guarantee and Collateral Agreement, dated as of June 21, 2017 (as amended, supplemented or otherwise modified from time to time, the "U.S. Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other

financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business, pursuant to the U.S. Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Patents of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Patent License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Patent License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the U.S. Guarantee and Collateral Agreement. The U.S. Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the U.S. Guarantee and Collateral Agreement, the provisions of the U.S. Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BRAND SHARED SERVICES LLC,  
as Grantor

By: 

Name: James R. Billingsley

Title: Vice President and Secretary

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Robert Ehudin  
Authorized Signatory

SCHEDULE I

PATENTS

<b>Owner</b>	<b>Patent No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Issue Date</b>
Brand Shared Services LLC	6789649	Anchor Clamp	6/19/02	9/14/04
Brand Shared Services LLC	5930966	Screw Piercable Structural Support for a Planar Substrate	10/16/97	8/3/99
Brand Shared Services LLC	6913422	Shoring Leg with Node Connectors	5/10/04	7/5/05
Brand Shared Services LLC	6976557	Toeboard System for Scaffolding	2/27/04	12/20/05
Brand Shared Services LLC	7137478	Ladder Safety Cage	2/27/04	11/21/06
Brand Shared Services LLC	7938380	Overhang Bracket	2/28/07	5/10/11
Brand Shared Services LLC	7963367	Toeboard Clamp System	5/31/07	6/21/11
Brand Shared Services LLC	8579084	Founding System	5/14/10	11/12/13
Brand Shared Services LLC	8651449	Concrete Forming Panel	6/7/10	2/18/14
Brand Shared Services LLC	(13/684878)	Ladder Ring Cage	11/26/12	N/A
Brand Shared Services LLC	5,941,345	Scaffold cross member and modular support assembly	4/9/98	8/24/99
Brand Shared Services LLC	6,105,723	Steel Plank For Scaffolding	12/23/96	8/22/00
Brand Shared Services LLC	13/542947	Cooler, Cooler Platform Assembly, and Process of Adjusting a Cooler Platform	7/6/12	N/A
Brand Shared Services LLC	5829550	Scaffolding System	2/21/96	11/3/98
Brand Shared Services LLC	6,695,277	Modular Form Tube And Clamp System	10/16/02	2/24/04
Brand Shared Services LLC	15/432511	Founding System	2/14/2017	N/A

<b>Owner</b>	<b>Patent No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Issue Date</b>
Brand Shared Services LLC	7938380	Column Hung Overhang Bracket For Concrete Forming Systems	5/10/2001	2/28/2007