

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6628346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NATIONAL TRENCH SAFETY, LLC	03/29/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDCAP FINANCIAL TRUST, AS COLLATERAL AGENT
<b>Street Address:</b>	7255 WOODMONT AVENUE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8827037
Patent Number:	9004227
Patent Number:	9845606
Patent Number:	8684136
Patent Number:	10570579
Patent Number:	10604907
Patent Number:	10392770
Patent Number:	10760240
Patent Number:	RE46619
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)993-9767
<i>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.</i>	
<b>Phone:</b>	312/876-7628
<b>Email:</b>	linda.kastner@lw.com
<b>Correspondent Name:</b>	LINDA R. KASTNER, C/O LATHAM & WATKINS
<b>Address Line 1:</b>	330 N. WABASH AVENUE
<b>Address Line 2:</b>	SUITE 2800
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60611
<b>NAME OF SUBMITTER:</b>	L

PATENT

<b>SIGNATURE:</b>	/LK/
<b>DATE SIGNED:</b>	03/29/2021
<b>Total Attachments: 5</b> source=Trench Plate - NTS - Patent Security Agreement (National Trench Safety, LLC) [Executed]_122278034_1_0#page1.tif source=Trench Plate - NTS - Patent Security Agreement (National Trench Safety, LLC) [Executed]_122278034_1_0#page2.tif source=Trench Plate - NTS - Patent Security Agreement (National Trench Safety, LLC) [Executed]_122278034_1_0#page3.tif source=Trench Plate - NTS - Patent Security Agreement (National Trench Safety, LLC) [Executed]_122278034_1_0#page4.tif source=Trench Plate - NTS - Patent Security Agreement (National Trench Safety, LLC) [Executed]_122278034_1_0#page5.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(PATENTS)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS) (this "*Agreement*") is made as of March 29, 2021 (the "*Effective Date*") between NATIONAL TRENCH SAFETY, LLC, a Delaware limited liability company (the "*Grantor*"), in favor of MIDCAP FINANCIAL TRUST, as collateral agent for the Secured Parties (in such capacity, the "*Collateral Agent*") (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 3, 2020 (as supplemented by that certain Pledge Supplement, dated as of March 29, 2021, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "*Pledge and Security Agreement*"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**SECTION 1. GRANT OF SECURITY.**

As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following (collectively, the "*Intellectual Property Collateral*") which, for the avoidance of doubt, shall not include any Excluded Assets: all United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (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; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "*Patents*").

**SECTION 2. RECORDATION.**

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

SECTION 3. COUNTERPARTS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. GOVERNING LAW.

This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 5. CONFLICT PROVISION.

This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**NATIONAL TRENCH SAFETY, LLC,**  
as a Grantor

By:   
Name: Philip Mason  
Title: Chief Executive Officer

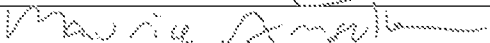
Address:  
260 North Sam Houston Pkwy E #200,  
Houston, TX 77060

**MIDCAP FINANCIAL TRUST**, as Collateral  
Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By: 

Name: 

Title: Authorized Signatory

Address:

7255 Woodmont Avenue, Suite 300  
Bethesda, Maryland 20814

**SCHEDULE 1**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS)**

Title	Patent No	Issue Date
Safety Rail System and Method for Using Same	8,827,037	09/09/2014
Ladder Access System and Method for Using Same	9,004,227	04/14/2015
Safety Rail System and Method for Using Same	9,845,606	12/19/2017
Fall Arrest System and Method for Using Same	8,684,136	04/14/2014
Roller Cart for Excavation Support Structures and Methods for Using Same	10,570,579	02/25/2020
Corner Roller Cart for Excavation Support Structures and Methods for Using Same	10,604,907	03/31/2020
Excavation Support System and Methods for Installing Same	10,392,770	08/27/2019
Excavation Support System and Methods for Installing Same	10,760,240	09/01/2020
Fall Arrest System and Method for Using Same	RE46619	12/05/2017