

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6739657

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SABRE INDUSTRIES, INC.	06/01/2021
SABRE COMMUNICATIONS CORPORATION	06/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GOLDMAN SACHS BANK USA, IN ITS CAPACITY AS COLLATERAL AGENT
<b>Street Address:</b>	200 WEST STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10072437
Patent Number:	10266934
Patent Number:	10284830
Patent Number:	10526803
Patent Number:	10655354
Patent Number:	D788062
Patent Number:	D788063
Patent Number:	D817915
Patent Number:	D817916
Patent Number:	D788064
Patent Number:	D817917
Patent Number:	D788065
Patent Number:	D817918
Patent Number:	10686242
Patent Number:	10224594
Patent Number:	10950921
Application Number:	16877111

**CORRESPONDENCE DATA****Fax Number:** (213)892-4738

*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:** 424-386-4328**Email:** dcip@milbank.com, marnold@milbank.com**Correspondent Name:** MONICA ARNOLD, ESQ.**Address Line 1:** 2029 CENTURY PARK EAST, 33RD FLOOR**Address Line 2:** MILBANK, LLP**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	30045.00317
<b>NAME OF SUBMITTER:</b>	MONICA ARNOLD
<b>SIGNATURE:</b>	/s/ Monica Arnold /s/
<b>DATE SIGNED:</b>	06/02/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 8**

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**FIRST LIEN PATENT SECURITY AGREEMENT**

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of June 1, 2021 (this “**Agreement**”), by SABRE INDUSTRIES, INC., a Delaware corporation, and SABRE COMMUNICATIONS CORPORATION, an Iowa corporation (individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (whether directly or by reference to another agreement or document, including the Credit Agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) All issued and applied for Patents of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, promptly execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and security interest in the Patents under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

*[Signature Pages Follow]*

**SABRE INDUSTRIES, INC.**

By:   
Name: Timothy Rossetti  
Title: Chief Financial Officer

**SABRE COMMUNICATIONS CORPORATION**

By:   
Name: Timothy Rossetti  
Title: Vice President, Chief Financial Officer  
& Secretary

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:   
Authorized Signatory  
Robert Ehudin

**Schedule I**

**ISSUED PATENTS AND PATENT APPLICATIONS**

*[See Attached]*

## **Registered Patents and Patent Applications**

### *Registered Patents*

<b><u>Patent No.</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Title</u></b>	<b><u>File Date</u></b>	<b><u>Date of Patent</u></b>	<b><u>Owner</u></b>
10,072,437	U.S.	Magnetic Straking such as for Utility or Communications Tower	7/7/2017	9/11/2018	Sabre Communications Corporation
10,266,934	U.S.	Selective Coating to Inhibit Cracking from Galvanizing	6/3/2016	4/23/2019	Sabre Communications Corporation
10,284,830	U.S.	3D Laser Projection of Part Locations onto Communication or Utility Poles or other Structures	5/10/2018	5/7/2019	Sabre Communications Corporation
10,526,803	U.S.	Monopole Platform Upper Rail Support	5/24/2017	1/7/2020	Sabre Communications Corporation
10,655,354	U.S.	Custom Nut System and Method of Adapting Non-conforming Tower Base	10/9/2018	5/19/2020	Sabre Communications Corporation
D788,062	U.S.	Combined Modular Radio and Power Pole	1/27/2016	5/30/2017	Sabre Industries Inc.



<u>Patent No.</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>File Date</u>	<u>Date of Patent</u>	<u>Owner</u>
D788,063	U.S.	Combined Modular Radio and Power Pole	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,915	U.S.	Combined Modular Radio and Power Pole	5/12/2017	5/15/2018	Sabre Industries Inc.
D817,916	U.S.	Combined Modular Radio and Power Pole	5/12/2017	5/15/2018	Sabre Industries Inc.
D788,064	U.S.	Combined Radio and Power Pole with Bench Seating	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,917	U.S.	Combined Radio and Power Pole with Bench Seating	5/12/2017	5/15/2018	Sabre Industries Inc.
D788,065	U.S.	Combined Radio and Power Pole with Pier	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,918	U.S.	Combined Radio and Power Pole with Pier	5/12/2017	5/15/2018	Sabre Industries Inc.
10,686,242	U.S.	Radio and Power Pole	1/27/2017	6/16/2020	Sabre Industries Inc.
10,224,594	U.S.	Radio and Power Pole	1/27/2017	3/5/2019	Sabre Industries Inc.
10,950,921	U.S.	Radio and Power Pole	6/15/2020	3/16/2021	Sabre Industries, Inc.

*Patent Applications*

<u>Application No.</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Application Date</u>	<u>Owner</u>
Application 16/877,111	U.S.	Electronics Housing with Combined Internal Hinge and Catch	5/18/2020	Sabre Communications Corporation