## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Atlantic Scaffolding Company		05/30/2008	CORPORATION: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	1455 Market Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	COMPANY: INDIA

#### PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark		
Registration Number: 2440398		ATLANTIC SCAFFOLDING COMPANY		
Registration Number:	2393495			

### **CORRESPONDENCE DATA**

Fax Number: (212)859-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: sarah.pearson@friedfrank.com

Correspondent Name: Sarah Hinchliff Pearson
Address Line 1: One New York Plaza

Address Line 2: Fried, Frank, Harris, Shriver & Jacobson

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	30029-182
NAME OF SUBMITTER:	Sarah H. Pearson
Signature:	/sarah pearson/
Date:	06/06/2008 TRADEMARK

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**Total Attachments: 5** source=Interest in US Patents and Trademarks#page1.tif source=Interest in US Patents and Trademarks#page2.tif source=Interest in US Patents and Trademarks#page3.tif

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### Grant of Security Interest in United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Atlantic Scaffolding Company, a Delaware corporation (the "Grantor"), having its chief executive office at 3640 W. 12th Street, Houston, TX 77008, hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 1455 Market Street, San Francisco, California 94103, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States patent and patent application, including each Patent and Patent Application referred to on <u>Schedule A</u> hereto;
- (ii) each exclusive Patent License, including each patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in <u>Schedule B</u> hereto;
- (iv) each exclusive Trademark License, whether registered or not, including each Trademark License referred to in <u>Schedule B</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of May 30, 2008 as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ATLANTIC SCAFFOLDING COMPANY, as Grantor

us 0...

By:

Name: Kelvin Collard

Title: Chief Financial Officer

[Signature Page - Patent/Trademark Security Agreement]

BANK OF AMERICA, N.A., as Collateral Agent, as Grantee

Name: Alysa A. Trakas

Title: Vice President

[Signature Page—Patent/Trademark Security Agreement]

### Schedule A to Patent and Trademark Agreement

### PATENTS AND PATENT APPLICATIONS

Serial No. or

<u>Patent No.</u> <u>Date</u> <u>Issue Title</u> <u>Inventor</u> <u>Country</u> <u>Patent Holder</u>

# PATENT LICENSES

<u>Licensor</u> <u>Licensee</u>
Excel Modular Scaffold Atlantic Scaffolding and Leasing Corporation Company

Agreement Date

Excel Modular Scaffold January 4, 2004
and Leasing Corporation

Exclusive United States
Distributor Agreement
and License, as
amended

### Schedule B to Patent and Trademark Agreement

## **TRADEMARKS**

Registration No.CountryRegistration DateMark2,440,398United StatesApril 3, 2001"Atlantic Scaffolding Company"2,393,495United StatesOctober 10, 2000Triangular design service mark registration

# TRADEMARK APPLICATIONS

Serial No. Country Filing Date Mark

### TRADEMARK LICENSES

Licensor	<u>Licensee</u>	Agreement	<u>Trademark</u>	Serial or Registration	<u>Date</u>
				Number(s)	
Excel	Atlantic	Excel Modular	EXCEL	N/A	January 4,
Modular	Scaffolding	Scaffold and Leasing			2004
Scaffold and	Company	Corporation			
Leasing		Exclusive United			
Corporation		States Distributor			
-		Agreement and			
		License, as amended			

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**RECORDED: 06/06/2008**