

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aluma Systems Inc.		01/21/2013	CORPORATION: ALBERTA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard, 6th Floor		
Internal Address:	Attn: Banking Products Services Agency		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85669591	EASYSET	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F143171		
NAME OF SUBMITTER:	Katherine Stewart		
Signature:	/Katherine Stewart/		

OP \$40.00 85669591

Date:

01/22/2013

Total Attachments: 5

source=TSA 1 22 13#page3.tif

source=TSA 1 22 13#page4.tif

source=TSA 1 22 13#page5.tif

source=TSA 1 22 13#page6.tif

source=TSA 1 22 13.schedule#page1.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated as of January 21, 2013, is made by Aluma Systems Inc., a corporation existing under the laws of Alberta (the “**Grantor**”), in favor of UBS AG, Stamford Branch, as collateral agent (the “**Collateral Agent**”) for the Lenders (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, the Amended and Restated First Lien Credit Agreement was entered into as of October 23, 2012 (originally dated as of February 7, 2007 and amended as of November 15, 2007) (as further amended, restated, supplemented, waived or otherwise modified from time to time, the “**First Lien Credit Agreement**”), among FR Brand Holdings Corp., a Delaware corporation (“**Holdings**”), Brand Energy & Infrastructure Services, Inc., a Delaware corporation (the “**Company**”), the Grantor, the lenders party thereto from time to time (the “**Lenders**”), UBS as Administrative Agent and as Collateral Agent for the Lenders and UBS Securities LLC, Morgan Stanley Senior Funding, Inc. and Goldman Sachs Lending Partners LLC as joint lead arrangers.

WHEREAS, pursuant to the First Lien Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated January 21, 2013 made by the Grantor and each Canadian Guarantor (as defined therein) to the Collateral Agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the First Lien Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, each Trademark of the Grantor now held or hereafter acquired, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. *Grant of Security.* The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. *Recordation.* The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 4. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ALBERTA AND THE LAWS OF CANADA APPLICABLE THEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALUMA SYSTEMS INC.

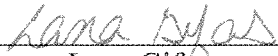
By: 

Name: William D. Ryan

Title: VP

[Signature page to U.S. Trademark SA]

**UBS AG, STAMFORD BRANCH, as
Collateral Agent**

By: 
Name: Lana Gifas
Title: Director

By: 
Name: Joselin Fernandes
Title: Associate Director

**Schedule A
to Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK
APPLICATIONS**

Registered Trademark	Owner	Registration Number	Date of Registration
EASYSET	Aluma Systems Inc.	85/669,591	