

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |   |                       |                    |
|----------------------------------|---|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT  |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>     | Trademark Security Agreement  |                       |                    |
| <b>CONVEYING PARTY DATA</b>      |   |                       |                    |
| <b>Name</b>                      | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b> |
| TNT Crane & Rigging, Inc.        |   | 04/18/2013            | CORPORATION: TEXAS |
| <b>RECEIVING PARTY DATA</b>      |   |                       |                    |
| <b>Name:</b>                     | General Electric Capital Corporation  |                       |                    |
| <b>Street Address:</b>           | 500 West Monroe Street  |                       |                    |
| <b>City:</b>                     | Chicago   |                       |                    |
| <b>State/Country:</b>            | ILLINOIS  |                       |                    |
| <b>Postal Code:</b>              | 60661   |                       |                    |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE   |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b> |   |                       |                    |
| <b>Property Type</b>             | <b>Number</b>   | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>      | 3475904   | TSD CRANE & RIGGING   |                    |
| <b>CORRESPONDENCE DATA</b>       |   |                       |                    |
| <b>Fax Number:</b>               | 6179518736  |                       |                    |
|                                  | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                       |                    |
| <b>Phone:</b>                    | 617-951-8132  |                       |                    |
| <b>Email:</b>                    | linda.salera@bingham.com  |                       |                    |
| <b>Correspondent Name:</b>       | Linda A. Salera   |                       |                    |
| <b>Address Line 1:</b>           | One Federal Street  |                       |                    |
| <b>Address Line 2:</b>           | c/o Bingham McCutchen LLP   |                       |                    |
| <b>Address Line 4:</b>           | Boston, MASSACHUSETTS 02110   |                       |                    |
| <b>NAME OF SUBMITTER:</b>        | Linda A. Salera   |                       |                    |
| <b>Signature:</b>                | /Linda A. Salera/   |                       |                    |
| <b>Date:</b>                     | 05/09/2013  |                       |                    |

OP \$40.00 3475904

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 17, 2011 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder. In the event that any provisions of this Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TNT CRANE AND RIGGING, INC.  
as Grantor

By: 

Name: Michael Appling Jr.  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

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

Name: Daniel T. Eubanks  
Title: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005024 FRAME: 0712

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

TNT CRANE AND RIGGING, INC.  
as Grantor

By: \_\_\_\_\_  
Name: Michael Appling Jr.  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Daniel T. Eubanks  
Title: Duly Authorized Signatory

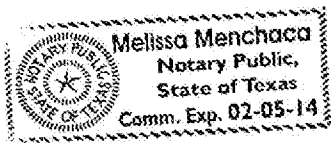
ACKNOWLEDGMENT OF GRANTOR

State of Texas )  
County of Harris )

ss.

On this 9 day of May, 2013 before me personally appeared Mike Applying, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TNT Crane Rigging who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melissa Menchaca  
Notary Public



ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

"TSD Crane & Rigging", Registration Number 3475904, filed with the United States Patent and Trademark Office on December 15, 2007.