

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGHT TOWER RENTALS, INC.		07/21/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	601 Travis Street, 17th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4323632	LTR	
Registration Number:	4323618	LTR	
Serial Number:	85701838	LIGHT TOWER RENTALS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	17796-001		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	07/22/2014		
Total Attachments: 12 source=IP Agreement#page1.tif			

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this "Agreement"), dated as of July 21, 2014 (the "Closing Date"), is made by and among LIGHT TOWER RENTALS, INC., a Texas corporation (the "Issuer"), LTR HOLDCO, INC., a Texas corporation ("Holdings"), LTR SHELTERS, INC., a Texas corporation ("Shelters"; and together with the Issuer and Holdings, collectively, the "Grantors"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. ("BNY Mellon"), as Collateral Agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the Notes Secured Parties (as defined in the Indenture (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement, as applicable.

WHEREAS, the Grantors, the Collateral Agent and BNY Mellon, as Trustee (in such capacity, the "Trustee"), have entered into the Indenture, dated as of July 21, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which Grantor issued \$330,000,000 8.125% Senior Secured Notes due 2019 (together with any notes issued in replacement or exchange thereof and any additional notes issued in accordance with the terms of the Indenture, the "Notes");

WHEREAS, in connection with the Indenture, the Grantors have entered into the Intellectual Property Security Agreement dated as of July 21, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to secure their obligations under the Indenture, the Notes and the other Indenture Documents; and

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a security interest in all of such Grantor's right, title and interest in and to the ("Collateral" (as defined in the Intellectual Property Security Agreement)), including, but not limited to:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;
- (b) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto;

- (c) the Copyrights (as defined in the Intellectual Property Security Agreement) set forth on Schedule C hereto;
- (d) all proceeds and products of any and all of the Patents, Trademarks and Copyrights; and
- (e) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks and Copyrights or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Indenture Obligations of such Grantor now or hereafter existing under or in respect of the Indenture Documents, 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. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Notes Secured Party under the Indenture Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This 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. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property

Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

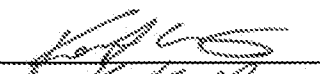
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

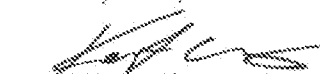
LIGHT TOWER RENTALS, INC., as a Grantor

By: 
Name: Keith Murray
Title: CFO, Sec/Treasurer

LTR HOLDCO, INC., as a Grantor

By: 
Name: Keith Murray
Title: CFO, Sec/Treasurer

LTR SHELTERS, INC., as a Grantor

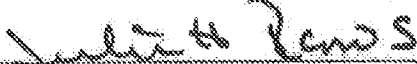
By: 
Name: Keith Murray
Title: CFO, Sec/Treasurer

[Signatures Continued on Following Page]

[Signature Page to Intellectual Property Security Agreement]

[Signatures Continued from Previous Page]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Collateral Agent

By: 
Name: Julie Hoffman-Ramos
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No./ Application No.
NONE			

SCHEDULE B
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Registration No./ Application No.
Light Tower Rentals, Inc.	LTR with lightning bolt (with borders)	USA	4323632
Light Tower Rentals, Inc.	LTR with lightning bolt (without borders)	USA	4323618

Applicant	Trademark	Country	Serial Number
Light Tower Rentals, Inc.	Light Tower Rentals	USA	85701838*

*Company has abandoned application process.

Domain Names

Domain Name	Registrant	Country
See attached list		

<u>Website</u>	<u>Hosted by</u>
LTR.com	1and1.com
Lighttowerrentals.com	1and1.com
Lighttowerrentals.biz	1and1.com
Lighttowerrentals.info	1and1.com
Lighttowerrentals.mobi	1and1.com
Lighttowerrentals.org	1and1.com
Lighttowerrentals.us	1and1.com
ltr.co	ATT
ltr.org	1and1.com
ltr-inc.com	1and1.com
ltr-inc.info	1and1.com
ltr-inc.net	1and1.com
ltr-inc.org	1and1.com
ltr-inc.us	1and1.com
ltr-inc.biz	1and1.com
ltr-usa.com	1and1.com
ltr-usa.info	1and1.com
ltr-usa.biz	1and1.com
ltr-usa.net	1and1.com
ltr-usa.org	1and1.com
ltr-usa.us	1and1.com
ltrco.com	1and1.com
ltrco.biz	1and1.com
ltrco.info	1and1.com
ltrco.net	1and1.com
ltrco.org	1and1.com
ltrco.us	1and1.com
ltrcom.com	1and1.com
ltrcom.biz	1and1.com
ltrcom.info	1and1.com
ltrcom.net	1and1.com
ltrcom.org	1and1.com
ltrcom.us	1and1.com
ltrequipment.com	1and1.com
ltrequipment.biz	1and1.com
ltrequipment.info	1and1.com
ltrequipment.net	1and1.com
ltrequipment.org	1and1.com

ltrequipment.us	1and1.com
ltrgroup.com	1and1.com
ltrgroup.biz	1and1.com
ltrgroup.info	1and1.com
ltrgroup.mobi	1and1.com
ltrgroup.net	1and1.com
ltrgroup.org	1and1.com
ltrgroup.us	1and1.com
ltrinc.biz	1and1.com
ltrinc.info	1and1.com
ltrinc.net	1and1.com
ltrinc.org	1and1.com
ltrinc.us	1and1.com
ltrshelters.com	1and1.com
ltrshelters.biz	1and1.com
ltrshelters.info	1and1.com
ltrshelters.net	1and1.com
ltrshelters.org	1and1.com
ltrshelters.us	1and1.com
ltrus.com	1and1.com
ltrus.co	1and1.com
ltrus.biz	1and1.com
ltrus.info	1and1.com
ltrus.mobi	1and1.com
ltrus.net	1and1.com
ltrus.org	1and1.com
ltrus.us	1and1.com
ltrusa.biz	1and1.com
ltrusa.info	1and1.com
ltrusa.mobi	1and1.com
ltrusa.net	1and1.com
ltrusa.org	1and1.com
ltrusa.us	1and1.com
lturvey.com	1and1.com
tornadoshelter.co	1and1.com
wellsiteleasing.com	1and1.com

Domain Name	Host
ACIDTANKRENTAL.COM	GoDaddy
ACIDTANKRENTALS.COM	GoDaddy
COMMERCIALTORNADOSHELTER.COM	GoDaddy
COMMERCIALTORNADOSHELTERS.COM	GoDaddy
DIESELGENERATORRENTAL.COM	GoDaddy
DOITSAFEDOITRIGHT.COM	GoDaddy
DRILLINGEQUIPMENTRENTALS.COM	GoDaddy
DRILLINGFLUIDMANAGEMENT.COM	GoDaddy
DRILLINGMUDCONTAINMENT.COM	GoDaddy
DRILLINGNEWS.COM	GoDaddy
DRILLINGRIGSHELTERS.COM	GoDaddy
DRILLINGSECURITY.COM	GoDaddy
DRILLINGSECURITYSERVICES.COM	GoDaddy
DRILLINGWATERMANAGEMENT.COM	GoDaddy
FRACKTANKRENTALS.COM	GoDaddy
FRACKWATERCONTAINMENT.COM	GoDaddy
FRACWATER.COM	GoDaddy
FRACWATERCONTAINMENT.COM	GoDaddy
FRACWATERMANAGEMENT.COM	GoDaddy
FRACWATERTRANSFER.COM	GoDaddy
INDUSTRIALTORNADOSHELTERS.COM	GoDaddy
LTRCAREERS.COM	GoDaddy
LTRENERGYSERVICES.COM	GoDaddy
LTRJOBS.COM	GoDaddy
LTRSAFETY.COM	GoDaddy
LTRWATER.COM	GoDaddy
LTRWATERMANAGEMENT.COM	GoDaddy
MOBILENATURALGASGENERATORS.COM	GoDaddy
MUDTANKRENTALS.COM	GoDaddy
NATURALGASGENERATORRENTALS.COM	GoDaddy
NATURALGASGENERATORSERVICES.COM	GoDaddy
NATURALGASGENS.COM	GoDaddy
OILFIELDCOMPANY.COM	GoDaddy
OILFIELDEQUIPMENTLEASING.COM	GoDaddy
OILFIELDGASGENERATOR.COM	GoDaddy
OILFIELDGENERATOR.COM	GoDaddy
OILFIELDGENERATORRENTALS.COM	GoDaddy
OILFIELDGUARDS.COM	GoDaddy
OILFIELDNATURALGASGENERATOR.COM	GoDaddy
OILFIELDPUMPRENTALS.COM	GoDaddy
OILFIELDRENTALCOMPANIES.COM	GoDaddy
OILFIELDRENTALCOMPANY.COM	GoDaddy
OILFIELDRENTALSERVICE.COM	GoDaddy
OILFIELDRENTALSERVICES.COM	GoDaddy
OILIELDSERVICECOMPANY.COM	GoDaddy
OILFIELDSTORMSHELTER.COM	GoDaddy

OILFIELDSURFACEEQUIPMENT.COM	GoDaddy
OILFIELDTORNADOSHELTER.COM	GoDaddy
OILFIELDTRAILERS.COM	GoDaddy
OILFIELDWATER.COM	GoDaddy
OILFIELDWATERFILTRATION.COM	GoDaddy
OILFIELDWATERTRANSFER.COM	GoDaddy
OILFIELDWATERTREATMENT.COM	GoDaddy
PORTABLESTORMSHELTER.COM	GoDaddy
PORTABLESTORMSHELTERS.COM	GoDaddy
PRODUCEDWATERRECYCLING.COM	GoDaddy
PRODUCEDWATERTRANSFER.COM	GoDaddy
RIGCAMERA.COM	GoDaddy
RIGCCTV.COM	GoDaddy
RIGSHELTERS.COM	GoDaddy
SAFEROOMRENTALS.COM	GoDaddy
STORMSHELTERRENTALS.COM	GoDaddy
SUPERVACTANKRENTALS.COM	GoDaddy
SURFACEEQUIPMENTRENTAL.COM	GoDaddy
SURFACEEQUIPMENTRENTALS.COM	GoDaddy
TEXASLIGHTTOWERS.COM	GoDaddy
TORNADOSHELTERS.COM	GoDaddy
WATERPONDRENTALS.COM	GoDaddy

SCHEDULE C
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

Registered owner/ Grantor	Title of Work	Country	Registration No./Application No.
NONE			