

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brock Enterprises, LLC		10/24/2016	Limited Liability Company: TEXAS
Brock Holdings III, Inc.		10/24/2016	Corporation: DELAWARE
Brock Services, LLC		10/24/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HPS Investment Partners, LLC
Street Address:	40 West 57th Street, 33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2284672	BROCK
Registration Number:	3625584	XPS 60
Registration Number:	2393495	

CORRESPONDENCE DATA

Fax Number: 2128225607

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: 212-530-5607

Email: abrook@milbank.com

Correspondent Name: Anna Brook

Address Line 1: 28 Liberty Street

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 34408.02400

NAME OF SUBMITTER: Anna Brook

CH \$90.00 2284672

SIGNATURE:	/Anna Brook/
DATE SIGNED:	10/27/2016
Total Attachments: 5 source=Trademark SA (Executed)#page1.tif source=Trademark SA (Executed)#page2.tif source=Trademark SA (Executed)#page3.tif source=Trademark SA (Executed)#page4.tif source=Trademark SA (Executed)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of October 24, 2016 (this “Agreement”), among the Parties on the signature pages hereto, and HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (the “Collateral Agent”).

Reference is made to the Collateral Agreement dated as of October 24, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Brock Holdings III, Inc., a Delaware corporation (the “Borrower”), Brock Holdings II, Inc., a Delaware corporation (“Holdings”), the Subsidiary Loan Parties (as identified therein) and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement dated as of October 24, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the Lenders party thereto and HPS Investment Partners, LLC, as administrative agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Parties hereto are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, each Grantor, hereby grants to the Collateral Agreement, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of each Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule A (the “Trademarks”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;
- (d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

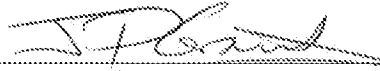
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

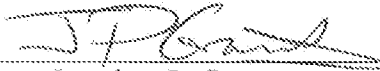
IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROCK ENTERPRISES, LLC,
as Grantor
by



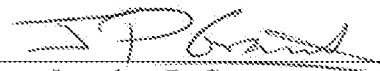
Name: Jonathan P. Grant
Title: Executive Vice President and Chief
Financial Officer

BROCK HOLDINGS III, INC.,
as Grantor
by



Name: Jonathan P. Grant
Title: Executive Vice President and Chief
Financial Officer

BROCK SERVICES, LLC,
as Grantor
by



Name: Jonathan P. Grant
Title: Executive Vice President and Chief
Financial Officer

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent.

By: _____

Name: Vikas Keswani
Title: Managing Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005908 FRAME: 0905

SCHEDULE A

Entity	Trademark	Federally Registered	Registration Number
Brock Enterprises, LLC (formerly known as Brock Enterprises, Inc.)	“BROCK”	Yes	2,284,672
Brock Holdings III, Inc.	“XPS 60”	Yes	3,625,584
Brock Services, LLC (formerly Atlantic Scaffolding Company, LLC)	Triangular designed service mark registration	Yes	2,393,495