

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SafeWorks, LLC		01/13/2017	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1300 Thames Street		
<b>Internal Address:</b>	Thames Street Wharf		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1713085	ASTRO	
<b>Registration Number:</b>	3874059	IBEX	
<b>Registration Number:</b>	4042466	IBEX V	
<b>Registration Number:</b>	4032850	INTELLIGENT CLIMB ASSIST	
<b>Registration Number:</b>	3978317	POWER CLIMBER	
<b>Registration Number:</b>	3587903	POWER CLIMBER WIND	
<b>Registration Number:</b>	4803689	POWERMOD	
<b>Registration Number:</b>	2411128	SAFEWORKS	
<b>Registration Number:</b>	3990197	SPIDER	
<b>Registration Number:</b>	1239947	SPIDER	
<b>Registration Number:</b>	2406766	SPIDER	
<b>Registration Number:</b>	3998200		
<b>Registration Number:</b>	4447353	SPIDER RAIL	
<b>Registration Number:</b>	2438034	SPIDERLINE	
<b>Registration Number:</b>	1398243		
<b>Registration Number:</b>	1385728		
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$415.00 1713085

**Fax Number:** 8004947512

**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:** 800-494-5225

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F167857
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<b>NAME OF SUBMITTER:</b>	Theresa Volano
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<b>SIGNATURE:</b>	/Theresa Volano/
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<b>DATE SIGNED:</b>	01/20/2017
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**Total Attachments: 6**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of January 13, 2017 (this “Agreement”), is made by SafeWorks, LLC (the “Grantor”) in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”),

WHEREAS, the Grantor entered into a Counterpart Agreement dated as of January 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Counterpart Agreement”), among the Grantor and the Agent, pursuant to which the Grantor became subject to the Pledge and Security Agreement (as defined therein) and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, in connection with the Counterpart Agreement, the Grantor agrees to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement (as defined in the Counterpart Agreement).

2. Grant of Security Interest in Trademark Collateral

a. **Grant of Security.** The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all assets of the Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”) as collateral security for the Secured Obligations:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

b. **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section

2.1 hereof attach to any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law

**3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**4. Recordation**

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

**5. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

**THE PROVISIONS OF THE CREDIT AGREEMENT UNDER THE HEADINGS "CONSENT TO JURISDICTION" AND "WAIVER OF JURY TRIAL" ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.**

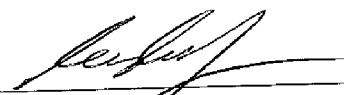
**6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**SAFEWORKS, LLC**

By:   
Name: Curtis Paulsen  
Title: Vice President

[Signature Page – First Lien Trademark Security Agreement]


**TRADEMARK**  
**REEL: 005971 FRAME: 0487**

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,**

as Collateral Agent





By:

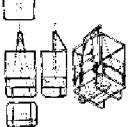

  
Name: USO HANSEN  
Title: VP

[Signature Page – First Lien Trademark Security Agreement]





**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

1. U.S. Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Current Owner of Record
ASTRO	U.S.	74/235039	16-Dec-1991	1713085	08-Sep-1992	SafeWorks, LLC
IBEX	U.S.	77/644346	06-Jan-2009	3874059	09-Nov-2010	SafeWorks, LLC
IBEX and Design 	U.S.	77/655700	23-Jan-2009	4042466	18-Oct-2011	SafeWorks, LLC
INTELLIGENT CLIMB ASSIST	U.S.	77/889008	08-Dec-2009	4032850	27-Sep-2011	SafeWorks, LLC
POWER CLIMBER	U.S.	85/216107	12-Jan-2011	3978317	14-Jun-2011	SafeWorks, LLC
POWER CLIMBER WIND and Design 	U.S.	77/178862	11-May-2007	3587903	10-Mar-2009	SafeWorks, LLC
POWERMOD	U.S.	86/512783	23-Jan-2015	4803689	01-Sep-2015	SafeWorks, LLC
SAFEWORKS	U.S.	75/504828	18-Jun-1998	2411128	05-Dec-2000	SafeWorks, LLC
SPIDER	U.S.	85/216848	13-Jan-2011	3990197	05-Jul-2011	SafeWorks, LLC
SPIDER	U.S.	73/246818	22-Mar-1980	1239947	31-May-1983	SafeWorks, LLC
SPIDER and Design 	U.S.	75/470652	20-Apr-1998	2406766	21-Nov-2000	SafeWorks, LLC
Spider Design 	U.S.	85/216964	13-Jan-2011	3998200	19-Jul-2011	SafeWorks, LLC
SPIDER RAIL	U.S.	85/910189	21-Apr-2013	4447353	10-Dec-2013	SafeWorks, LLC

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Current Owner of Record
SPIDERLINE	U.S.	75/701669	10-May-1999	2438034	27-Mar-2001	SafeWorks, LLC
Staging Design 	U.S.	73/373399	06-Jul-1982	1398243	24-Jun-1986	SafeWorks, LLC
Suspended Staging Design 	U.S.	73/373105	06-Jul-1982	1385728	11-Mar-1986	SafeWorks, LLC

## 2. Canadian Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Current Owner of Record
IBEX	Canada	1425143	12-Jan-2009	TMA771767	13-Jul-2010	SafeWorks, LLC
IBEX and Design 	Canada	1425144	21-Jan-2009	TMA815969	24-Jan-2012	SafeWorks, LLC
INTELLIGENT CLIMB ASSIST	Canada	1461319	02-Dec-2009	TMA816422	30-Jan-2012	SafeWorks, LLC
RAISING THE EXPECTATION	Canada	893898	20-Oct-1998	TMA553255	02-Nov-2001	SafeWorks, LLC
SAFEWORKS	Canada	899519	15-Dec-1998	TMA531789	28-Aug-2000	SafeWorks, LLC
SPIDER	Canada	272830	01-Dec-1962	TMA132833	27-Sep-1963	SafeWorks, LLC
SPIDER and Design 	Canada	893897	20-Oct-1998	TMA523811	24-Feb-2000	SafeWorks, LLC
Spider Design 	Canada	471257	11-Jun-1981	TMA266139	29-Jan-1982	SafeWorks, LLC
SPIDER STAGING and Design 	Canada	471259	11-Jun-1981	TMA277347	04-Mar-1983	SafeWorks, LLC
Spider Web Design	Canada	471256	11-Jun-1981	TMA266138	29-Jan-1982	SafeWorks, LLC