

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606379

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of First Lien Trademark Short Form Security Agreement recorded at Reel 6953/Frame 0101 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|--------------------------------|
| Wilmington Savings Fund Society, FSB | | 10/30/2020 | Federal Savings Bank: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------|
| Name: | TNT Crane & Rigging, Inc. |
| Street Address: | 925 South Loop West |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77054 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|-----------------------------|----------|--------------------------------------|
| Serial Number: | 88861621 | LIFTING AMERICA TO A HIGHER STANDARD |
| Registration Number: | 5873420 | SOUTHWAY |
| Registration Number: | 5883829 | SOUTHWAY |
| Registration Number: | 5873484 | SOUTHWAY CRANE & RIGGING |
| Registration Number: | 4940642 | SOUTHWAY CRANE & RIGGING LLC |
| Registration Number: | 5883984 | SOUTHWAY CRANE & RIGGING |
| Registration Number: | 5883949 | S |
| Registration Number: | 4726792 | TNT CRANE & RIGGING |
| Registration Number: | 5913014 | SOUTHWAY |

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

TRADEMARK

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|---|------------------|
| ATTORNEY DOCKET NUMBER: | 06372-00001 |
| NAME OF SUBMITTER: | Stephanie Kann |
| SIGNATURE: | /stephanie kann/ |
| DATE SIGNED: | 11/02/2020 |
| Total Attachments: 4 source=TNT Release of Trademark Security Agreement#page1.tif source=TNT Release of Trademark Security Agreement#page2.tif source=TNT Release of Trademark Security Agreement#page3.tif source=TNT Release of Trademark Security Agreement#page4.tif | |

RELEASE OF FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT

This RELEASE OF FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT (this “Release”) is made as of October 30, 2020, by **WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as Collateral Agent under (and as defined in) the Security Agreement referred to below (the “Collateral Agent”) for the benefit of **TNT CRANE & RIGGING, INC.**, a Delaware corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) First Lien Security Agreement, dated as of November 27, 2013 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”); and (ii) First Lien Trademark Short Form Security Agreement, dated as of June 4, 2020 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on June 4, 2020 at Reel 6953 and Frame 0101; and

WHEREAS, the Grantor has requested that the Collateral Agent terminate and release, and the Collateral Agent is willing to terminate and release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

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

1. The Collateral Agent does hereby absolutely, unconditionally and irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Trademark Collateral to the Grantor.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate the Trademark Security Agreement.

3. The Collateral Agent hereby agrees, at the sole cost and expense of the Grantor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile 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.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of First Lien Trademark Short Form Security Agreement to be executed and delivered as of the date first written above.

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Collateral Agent**

By: 
Name: Raye Goldsborough
Title: Assistant Vice President

[SIGNATURE PAGE TO RELEASE OF FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT]

**TRADEMARK
REEL: 007094 FRAME: 0082**

SCHEDULE I

United States Trademarks and Trademark Applications

| Mark | Country | Record Owner | Reg./Appl. No. |
|---|---------|---------------------------|----------------------|
| LIFTING AMERICA TO A HIGHER STANDARD | USA | TNT Crane & Rigging, Inc. | Appl. No. 88/861,621 |
| SOUTHWAY | USA | TNT Crane & Rigging, Inc. | Reg. No. 5,873,420 |
|  | USA | TNT Crane & Rigging, Inc. | Reg. No. 5,883,829 |
| SOUTHWAY CRANE & RIGGING | USA | TNT Crane & Rigging, Inc. | Reg. No. 5,873,484 |
| SOUTHWAY CRANE & RIGGING <small>INC.</small> | USA | TNT Crane & Rigging, Inc. | Reg. No. 4,940,642 |
| SOUTHWAY | USA | TNT Crane & Rigging, Inc. | Reg. No. 5,883,984 |
|  | USA | TNT Crane & Rigging, Inc. | Reg. No. 5,883,949 |
|  | USA | TNT Crane & Rigging, Inc. | Reg. No. 4,726,792 |
|  | USA | TNT Crane & Rigging, Inc. | Reg. No. 5,913,014 |