

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651137

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CELLXION, LLC		06/01/2021	Limited Liability Company: DELAWARE
FWT, L.L.C.		06/01/2021	Limited Liability Company: TEXAS
SABRE INDUSTRIES, INC.		06/01/2021	Corporation: DELAWARE
MIDWEST UNDERGROUND TECHNOLOGY, INC.		06/01/2021	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as collateral agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2243677	CELLXION
Registration Number:	2333583	CELLXION
Registration Number:	2178576	CELLXION
Registration Number:	2088202	POWERMOUNT
Registration Number:	5465029	SMARTPIER
Registration Number:	5546247	SMARTSTACK
Registration Number:	3949962	SITE
Registration Number:	3930248	SITE

CORRESPONDENCE DATA

Fax Number: 2138924738

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: 424-386-4328

CH \$215.00 2243677

Email: dcip@milbank.com, marnold@milbank.com
Correspondent Name: Monica Arnold, Esq.
Address Line 1: 2029 Century Park East, 33rd Floor
Address Line 2: Milbank, LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 30045.00317

NAME OF SUBMITTER: Monica Arnold

SIGNATURE: /s/ Monica Arnold /s/

DATE SIGNED: 06/02/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2021 (this “**Agreement**”), by CELLXION, LLC, a Delaware limited liability company, FWT, L.L.C., a Texas limited liability company, SABRE INDUSTRIES, INC., a Delaware corporation, and MIDWEST UNDERGROUND TECHNOLOGY, INC., an Illinois corporation (individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (whether directly or by reference to another agreement or document, including the Credit Agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, promptly execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

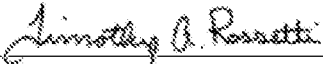
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreements. (a) Notwithstanding any provision to the contrary contained herein, the terms of this Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.


(b) Without limiting anything set forth in clause (a) above, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Junior Lien Intercreditor Agreement), including liens and security interests granted to Goldman Sachs Bank USA, as collateral agent (and its successors and assigns in such capacity), pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement or any applicable Intercreditor Agreement.

[Signature Pages Follow]

CELLXION, LLC

By: 
Name: Timothy Rossetti
Title: Vice President, Chief Financial Officer
& Secretary

FWT, L.L.C.

By: 
Name: Timothy Rossetti
Title: Vice President, Chief Financial Officer
& Secretary

**MIDWEST UNDERGROUND TECHNOLOGY,
INC.**

By: 
Name: Timothy Rossetti
Title: Treasurer & Secretary

SABRE INDUSTRIES, INC.

By: 
Name: Timothy Rossetti
Title: Chief Financial Officer

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Authorized Signatory

Robert Ehudin


Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

[See Attached]

Registered Trademarks and Trademark Applications

Registered Trademarks

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Cellxion, LLC	Cellxion	2243677	May 4, 1999	U.S.
Cellxion, LLC	Cellxion	2333583	March 21, 2000	U.S.
Cellxion, LLC	Cellxion	2178576	August 4, 1998	U.S.
FWT, L.L.C.	Powermount	2088202	August 12, 1997	U.S.
Sabre Industries, Inc.	Smartpier	5465029	May 8, 2018	U.S.
Sabre Industries, Inc.	Smartstack	5546247	August 21, 2018	U.S.
Midwest Underground Technology, Inc.	Site 	3949962	April 26, 2011	U.S.
Midwest Underground Technology, Inc.	Site	3930248	March 8, 2011	U.S.
Midwest Underground Technology, Inc.	Site	101683	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101684	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101685	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101686	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101687	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Site	101688	May 11, 2010	Illinois
Midwest Underground Technology, Inc.	Muti (Tradename)	615168	February 9, 2015	Arizona
Midwest Underground Technology, Inc.	Sabre Industries (Tradename)	615169	February 9, 2015	Arizona

Trademark Applications

None.