OP \$215.00 53530

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM469336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALTA ENTERPRISES, LLC		12/27/2017	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC		12/27/2017	Limited Liability Company: MICHIGAN
ALTA HEAVY EQUIPMENT SERVICES, LLC		12/27/2017	Limited Liability Company: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC		12/27/2017	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT, L.L.C		12/27/2017	Limited Liability Company: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C		12/27/2017	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	7th Floor; Mail Code IL1-0010
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark		
Registration Number:	5353099	UP TIME MATTERS		
Registration Number:	5080324	UP TIME MATTERS		
Registration Number:	4107226	ALTA RENTS		
Registration Number:	4107228	ALTA INDUSTRIAL EQUIPMENT		
Registration Number:	4107203	ALTA FINANCIAL SERVICES		
Registration Number:	4107227	ALTA CONSTRUCTION EQUIPMENT		
Registration Number:	4162769	ALTA EQUIPMENT COMPANY		
Registration Number:	4089410	ALTA FLEET SERVICES		

TRADEMARK REEL: 006357 FRAME: 0921

900446293

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 313-223-3098

Email: DWTrademarks@dickinson-wright.com

Correspondent Name: M. Katherine VanderVeen Address Line 1: 500 Woodward Avenue

Address Line 2: Suite 4000

Address Line 4: Detroit, MICHIGAN 48226

NAME OF SUBMITTER:	M. Katherine VanderVeen
SIGNATURE:	/M. Katherine VanderVeen/
DATE SIGNED:	04/11/2018

Total Attachments: 7

source=Alta 2017 Patent and Trademark Security Agreement#page1.tif source=Alta 2017 Patent and Trademark Security Agreement#page2.tif source=Alta 2017 Patent and Trademark Security Agreement#page3.tif source=Alta 2017 Patent and Trademark Security Agreement#page4.tif source=Alta 2017 Patent and Trademark Security Agreement#page5.tif source=Alta 2017 Patent and Trademark Security Agreement#page6.tif source=Alta 2017 Patent and Trademark Security Agreement#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 27, 2017 by ALTA ENTERPRISES, LLC, a Michigan limited liability company, ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC, a Michigan limited liability company, ALTA HEAVY EQUIPMENT SERVICES, LLC, a Michigan limited liability company, ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC, a Michigan limited liability company, ALTA CONSTRUCTION EQUIPMENT, L.L.C., a Michigan limited liability company, and ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C., a Michigan limited liability company (each a "Grantor"), and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

Recitals

- A. The Grantors, the lenders party thereto, and the Administrative Agent are entering into a Third Amended and Restated First Lien Credit Agreement dated as the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*").
- B. In connection with the Credit Agreement, the Grantors are entering into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.
- C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as (defined in the Credit Agreement).
- D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in <u>Schedule 1</u> attached hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u>, and any trademark licensed under any trademark license listed on <u>Schedule 1</u> attached hereto (items 1 through 3 being herein collectively referred to as the "*Trademark Collateral*");
- each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- each patent license, including without limitation, each patent license listed on <u>Schedule 2</u> attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in <u>Schedule 2</u> attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on <u>Schedule 2</u> attached hereto (items 4 through 6 being herein collectively referred to as the "*Patent Collateral*").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the 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 Security Agreement, the terms of the Security Agreement shall govern.

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.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan, but giving effect to federal laws applicable to national banks.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

ALTA ENTERPRISES, LLC ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC ALTA HEAVY EQUIPMENT SERVICES, LLC

Name: Ryan Greenawalt

Title: Manager of each of the above, on behalf of each of the

above

ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C. ALTA CONSTRUCTION EQUIPMENT, L.L.C.

By: Alta Enterprises, LLC

Its: Sole Member of each of the above, on behalf of each of the

above

By:

Name: Ryan Greenawalt

Title: Manager

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Name: Diane D. Forrest

Title: Authorized Officer

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARK

Name of Grantor ¹	<u>Trademark</u>	Registration Date	Application Number	Registration Number	<u>Jurisdiction</u>
ALTA	UP TIME	12/12/17	87105485	5353099	United States
INDUSTRIAL	MATTERS	12, 12, 17	0,100,100		
EQUIPMENT					
MICHIGAN,					
LLC					
ALTA					
INDUSTRIAL					
EQUIPMENT					
MICHIGAN,	UP TIME		86631105		
LLC	MATTERS	11/15/16		5080324	United States
ALTA					
INDUSTRIAL					
EQUIPMENT					
MICHIGAN,	A L TE A D ED ITEG	0.16.10.0.10	55 00000	4105006	TT 10 1 00 1
LLC	ALTA RENTS	3/6/2012	77933306	4107226	United States
ALTA					
INDUSTRIAL	4.7.77.4				
EQUIPMENT	ALTA				
MICHIGAN,	INDUSTRIAL	2/6/2012	77933393	4107229	I India d Casas
ALTA	EQUIPMENT	3/6/2012	11933393	4107228	United States
INDUSTRIAL					
EQUIPMENT					
MICHIGAN,	ALTA FINANCIAL				
LLC	SERVICES	3/6/2012	77873987	4107203	United States
ALTA	BERTIEES	2,0,2012	,,,,,,,,,,	110,200	e inte a states
INDUSTRIAL					
EQUIPMENT	ALTA				
MICHIGAN,	CONSTRUCTION				
LLC	EQUIPMENT	3/6/2012	77933361	4107227	United States
ALTA	ALTA		77864483		
INDUSTRIAL	EQUIPMENT	6/26/2012		4162769	United States

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¹ Note: Pursuant to the Reorganization and upon consummation of a series of contributions, the trademark applications and trademark owned by Alta Equipment Company, Inc. will be eventually contributed down to Alta Industries Equipment Michigan, LLC prior to the Effective Date. The foregoing applies to all trademark and trademark applications listed under this Schedule I.

EQUIPMENT MICHIGAN,	COMPANY				
LLC					
ALTA					
INDUSTRIAL					
EQUIPMENT					
MICHIGAN,	ALTA FLEET				
LLC	SERVICES	1/24/2012	77867762	4089410	United States

Trademark Licenses: None.

SCHEDULE 2

Patents, Patent Applications and Patent Licenses

PATENT		
None.		
PATENT APPLICATION		
TATENTATIENCATION		
None.		
DETROIT 7-4391 1443239v3		

RECORDED: 04/11/2018