

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EQUIPMENTSHARE.COM INC		08/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87806725	EQUIPMENTSHARE	
Serial Number:	87808255	ES RENTS	
Serial Number:	87979689	ES TRACK	
Serial Number:	87808219	ES TRACK	
Serial Number:	87979456	EQUIPMENTSHARE	
Serial Number:	88946779	EQUIPMENTSHARE	
Serial Number:	90321299	TRACK CLOUD	
Serial Number:	90354348	RAPID RENTS	
Serial Number:	90354313	CENTS	
Serial Number:	90644500	T3	
Registration Number:	2065555	HOTLANTA NITES	
Registration Number:	1164799	HAROT	
Registration Number:	2138009	THE RETIREMENT GROUP	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>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.</i>			
Phone:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
TRADEMARK			

CH \$340.00 87806725

Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal St
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	08/17/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is dated as of August 17, 2021, by and among **EQUIPMENTSHARE.COM INC**, a Delaware corporation (the “Grantor”), and **CAPITAL ONE, NATIONAL ASSOCIATION** (“Capital One”), in its capacity as administrative agent for each member of the Lender Group and benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among EQUIPMENTSHARE.COM INC, a Delaware corporation (“Company”), certain of its subsidiaries that are parties thereto from time to time as “Borrowers” (Company and such subsidiaries, each, individually, a “Borrower” and, collectively, the “Borrowers”), the Agent, and the financial institutions that are parties thereto from time to time as “Lenders” (each, a “Lender” and, collectively, the “Lenders”), the Lender Group has agreed to make or issue Loans, Letters of Credit and other certain financial accommodations thereunder;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of August 17, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (in each case, excluding any Excluded Property) (collectively, the “Trademark Collateral”):

(a) all of the Grantor's U.S. Trademark registrations and applications, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY

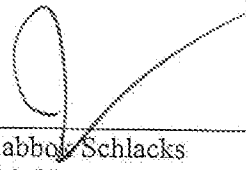
TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE
GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE
INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

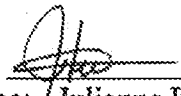
GRANTOR

EQUIPMENTSHARE.COM INC

By: 
Name: Jabbar Schlacks
Title: Chief Executive Officer

AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION

By: 
Name: Julianne Low
Title: Senior Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Mark	Country	Class	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
EQUIPMENTSHARE and Design	United States	9	87/806,725	02/22/2018	n/a	n/a	Allowed
ES RENTS	United States	42	87/808,255	02/23/2018	n/a	n/a	Allowed
ES TRACK	United States	42	87/979,689	02/23/2018	5,755,042	05/21/2019	Registered
ES TRACK	United States	9	87/808,219	02/23/2018	n/a	n/a	Allowed
EQUIPMENTSHARE and Design	United States	42	87/979,456	02/22/2018	5,738,110	04/30/2019	Registered
EQUIPMENTSHARE and Design (Horizontal)	United States	42	88/946,779	06/03/2020	6,280,667	03/02/2021	Registered
TRACK CLOUD	United States	9, 42	90/321,299	11/16/2020	n/a	n/a	Pending
EQUIPMENTSHARE and Design (Horizontal)	Canada	42	2065555	11/20/2020	n/a	n/a	Pending
EQUIPMENTSHARE and Design (Horizontal)	New Zealand	42	1164799	11/23/2020	1164799	06/03/2020	Registered
EQUIPMENTSHARE and Design (Horizontal)	Australia	42	2138009	11/23/2020	2138009	11/23/2020	Registered
RAPID RENTS	United States	37	90/354,348	12/02/2020	n/a	n/a	Pending
CENTS	United States	9	90/354,313	12/02/2020	n/a	n/a	Pending
T3	United States	9, 42	90/644,500	04/15/2021	n/a	n/a	Pending

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RECORDED: 08/17/2021

**TRADEMARK
REEL: 007394 FRAME: 0188**