

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EQUIPMENTSHARE.COM INC.		05/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6816585	RAPID RENTS	
Registration Number:	6280667	EQUIPMENTSHARE	
Registration Number:	5755042	ES TRACK	
Registration Number:	5738110	EQUIPMENTSHARE	
Serial Number:	90644500	T3	
Serial Number:	97655478	EQUIPMENTSHARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126264557		
Email:	NYCTrademarks@bakermckenzie.com		
Correspondent Name:	Lisa W. Rosaya		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10082085 / 51067855		
NAME OF SUBMITTER:	Lisa W. Rosaya		
SIGNATURE:	/Lisa W. Rosaya/		

CH \$165.00 6816585

DATE SIGNED:	05/09/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is dated as of May 9, 2023, by and among **EQUIPMENTSHARE.COM INC.** (“Grantor”), and **CITIBANK, N.A.** (“Citi”), in its capacity as collateral agent and trustee and for the benefit of the Secured Parties (in such capacity, together with its successors and assigns, “Agent”).

WITNESSETH:

WHEREAS, Grantor has entered into the Security Agreement, dated as of May 9, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor and the Agent, among others, in order to induce the Purchasers to purchase the Notes as provided for in the Second Lien Documents (as defined in the Intercreditor Agreement); and

WHEREAS, pursuant to the Security Agreement, 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, 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 Security Agreement or, if not defined therein, in the Second Lien Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.01 of the Second Lien Indenture, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Secured Party and subject to the Intercreditor Agreement, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of 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 Assets) (collectively, the “Trademark Collateral”):

(a) all of 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 thereby; and

(c) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing, including the right to receive any damages, or (ii) injury to the goodwill associated with the foregoing.

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 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 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 Security Agreement. 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 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 Security Agreement, the Security Agreement shall control to the extent of the inconsistency.

5. COUNTERPARTS. This Trademark Security Agreement is an Indenture 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 SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

7. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests granted pursuant to this Trademark Security Agreement and the exercise of certain rights or and remedies with respect thereto are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

DocuSigned by:
Equipment Share - Jabbok
By: 1A76C5C01E7F4E3...
Name: Jabbok Schlacks
Title: Chief Executive Officer

AGENT:

CITIBANK, N.A.



By: 

Name: Keri-anne Marshall

Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

	<u>Mark</u>	<u>(Serial No.)/Reg. No.</u>	<u>(Application Date)/Reg. Date</u>	<u>Record Owner</u>
1.	RAPID RENTS	(90354348) / 6816585	(12/2/2020) / 8/9/2022	EquipmentShare.com Inc.
2.	 EquipmentShare	(88946779) / 6280667	(6/3/2020) / 3/2/2021	EquipmentShare.com Inc.
3.	ES TRACK	(87979689) / 5755042	(2/23/2018) / 5/21/2019	EquipmentShare.com Inc.
4.	 EquipmentShare	(87979456) / 5738110	(2/22/2018) / 4/30/2019	EquipmentShare.com Inc.
5.	T3	(90644500)	(4/14/2021)	EquipmentShare.com Inc.
6.	EQUIPMENTSHARE	(97655478)	(10/31/2022)	EquipmentShare.com Inc.