

08-20-2002



Form PTO-1594

(Rev. 03/01)

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

H&E Equipment Services L.L.C.

17/10/02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Louisiana limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 6/17/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address:

Street Address: 335 Madison Avenue, 12th Floor

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2415025

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melissa Scanzillo

Internal Address: _____

Clifford Chance Rogers & Wells LLP

Street Address: _____

200 Park Avenue

City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

18-1843

DO NOT USE THIS SPACE

9. Signature.

Melissa Scanzillo

Name of Person Signing

Signature

July 2, 2002

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

08/20/2002 TDI A21 00000032 181843 2415025

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TRADEMARK
 REEL: 002565 FRAME: 0755

**H&E EQUIPMENT SERVICES L.L.C.
TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2002 (this "**Trademark Security Agreement**") between H&E EQUIPMENT SERVICES L.L.C., a Louisiana limited liability company ("**Grantor**") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "**Agent**") for itself and Lenders from time to time party to the Credit Agreement defined below ("**Lenders**").

WHEREAS:

- (A) Pursuant to that certain Credit Agreement dated as of June 17, 2002 (as it may be amended, restated, supplemented or otherwise in effect from time to time, the "**Credit Agreement**") among GREAT NORTHERN EQUIPMENT, INC., a Montana corporation ("**Great Northern**" and together with Grantor, each individually, a "**Borrower**", and collectively and jointly and severally, the "**Borrowers**"), Grantor, the other Persons named therein as Credit Parties, Lenders, Agent, and GENERAL ELECTRIC CAPITAL CORPORATION, as Arranger (in such capacity, "**Arranger**"), BANK OF AMERICA, N.A. as Syndication Agent and FLEET CAPITAL CORPORATION as Documentation Agent, the Lenders have agreed to make available to Borrowers, upon the terms and conditions thereof, certain revolving credit facilities;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Agent and Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**") by and between Grantor and Agent; and
- (D) pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the payment of the Obligations and all present and future obligations of the Grantor (all such Obligations and other secured obligations, the "**Secured Obligations**"), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT

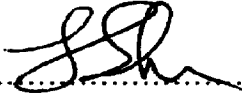
The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with 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.

4. TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement shall terminate upon the payment and performance in full of the Obligations (other than Unasserted Contingent Obligations), pursuant to Section 11.2(e) of the Credit Agreement.

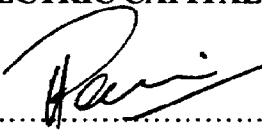
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

H&E EQUIPMENT SERVICES L.L.C.,
as Grantor

By: 
Name: Terence Eastman
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Laurent Paris, VP
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 16 day of June, 2002 before me personally appeared T. Eastman,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument
on behalf of H&E EQUIPMENT SERVICES L.L.C., who being by me duly sworn did depose and say
that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of
said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to
be the free act and deed of said corporation.

Doreen Riviezzo
Notary Public

DOREEN ANN RIVIEZZO
Notary Public, State of New York
No. 02RI6064685
Qualified In Kings County
Commission Expires Sept. 15, 2005

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Federal Registrations

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
ICM	75536846	8/17/98	2415025	12/26/00