TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metric Equipment Sales, Inc., a California corporation, as Grantor		02/28/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association
Street Address:	452 Fifth Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2843000	METRICTEST

OP $40.00 2843000

CORRESPONDENCE DATA

Fax Number: 4122883063
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 412.288.4120
Email: ptoipinbox@reedsmith.com
Correspondent Name: Obed J. Aguilar
Address Line 1: P.O Box 488
Address Line 2: Reed Smith LLP
Address Line 4: Pittsburgh, PENNSYLVANIA 15230

ATTORNEY DOCKET NUMBER:	837822.20042 PHAM, YVONNE
NAME OF SUBMITTER:	Obed J. Aguilar
Signature:	/Obed J. Aguilar/

Date:	03/03/2014

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, METRIC EQUIPMENT SALES, INC., a California corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, Microlease Inc., a North Carolina corporation (together with Grantor, the "Borrowers") and certain other persons from time to time party thereto as guarantors have entered into a Credit Agreement dated as of February 28, 2014 (said Credit Agreement, as supplemented, amended, modified, amended and restated or replaced in writing from time to time, the "Credit Agreement"), with HSBC Bank USA, National Association ("Lender") pursuant to which Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 28, 2014 (said Security Agreement, as supplemented, amended, modified, amended and restated or replaced in writing from time to time, the "Security Agreement"), among the Borrowers, the other grantors named therein, and Lender, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all registered trade names, trademarks and service marks, and logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including all renewals of trademark and service mark registrations, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks") of Grantor, whether now owned or hereafter acquired by Grantor, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark, service mark and other Trademark; together with (a) all inventions, processes, production methods, proprietary information, know how and trade secrets; (b) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured, sold or rented; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by Grantor and (g) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the foregoing; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (the "Excluded Trademark Collateral"); provided that at the time any such intent-to-use trademark application matures into an actual use application by Grantor's receipt of written notification from the United States Patent and Trademark Office of its acceptance of either an "Statement Of Use" or "Amendment to Allege Use", the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, such actual use application; provided, however, that "Excluded Trademark Collateral" shall not include any cash proceeds of any Excluded Trademark Collateral referred to above (except to the extent such cash proceeds are deposited in an Excluded Account in accordance with the terms and conditions of such term, as set forth in the Credit Agreement), or (B) any noncash proceeds, substitutions or replacements of any Excluded Trademark Collateral referred to above (unless such noncash proceeds, substitutions or replacements would independently constitute Excluded Trademark Collateral referred to in under this paragraph).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2014.

METRIC EQUIPMENT SALES, INC.

By: _____
Name: _____
Title: _____

(Signature Page to Grant of Trademark Security Interest)

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Metric Equipment Sales, Inc.	METRICTEST *(typeset word(s), letter(s), number(s))*	2843000	May 18, 2004