

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utility Equipment Leasing Corporation		02/26/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3065869	U	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
Signature:	/Marina Kelly, Thomson Reuters/		
Date:	03/03/2014		

OP \$40.00 3065869

**Total Attachments: 6**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Utility Equipment Leasing Corporation

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: Wisconsin  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 26, 2014

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 Seventh Avenue

City: New York

State: New York

Country: USA Zip: 10019

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
Public Limited  
☒ Other Company Citizenship USA

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Ken Tan, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: \_\_\_\_\_

Email Address: KTan@cahill.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

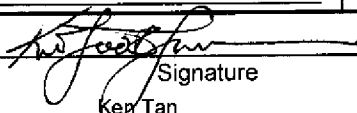
- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
Ken Tan

02/27/2014

Date

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of February 26, 2014 is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of Barclays Bank PLC (“*Barclays*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Jurassic Holdings III, Inc., a Delaware corporation, and, after giving effect to the Mergers, NESCO, LLC, an Indiana limited liability company (in each case, the “*Company*”), is party to a Credit Agreement dated as of February 26, 2014, with Barclays Bank PLC, as Collateral Agent, Wells Fargo Bank, National Association as the Additional Collateral Agent, Jurassic Holdings II, Inc., a Delaware corporation (anticipated to change its name to NESCO Holdings II, Inc.) (“*Holdings*”), the other Guarantors and the Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*Credit Agreement*”);

WHEREAS, as a condition precedent to the entering into of the Credit Agreement, the maintaining and making of the Loans, the issuance of Letters of Credit by any Letter of Credit Issuer and Lenders’ and their Affiliates willingness to extend other financial accommodations under the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of February 26, 2014 made by the Grantor, certain other parties and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by the Grantor of all of its present and future Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in or to any and all of the following properties and assets of the Grantor and all powers and rights of the Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the “*IP Collateral*”):

(A) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the “*Trademarks*”); and

(B) all goodwill associated with the Trademarks.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in 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 this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control

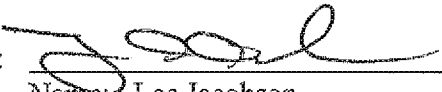
SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

GRANTOR:

**UTILITY EQUIPMENT LEASING  
CORPORATION**

By:   
Name: Lee Jacobson  
Title: President, Chief Executive Officer  
and Assistant Secretary

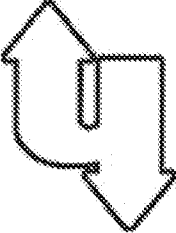
COLLATERAL AGENT:

BARCLAYS BANK PLC, as Collateral Agent

By: Marguerite Sutton  
Name: Marguerite Sutton  
Title: Vice President

**SCHEDULE A**

**Trademarks**

<b>TRADEMARKS</b>			
<b><u>Mark</u></b>	<b><u>Reg. Status</u></b>	<b><u>Reg. No./App. Ser. No.</u></b>	<b><u>Date Reg./Date Filed</u></b>
	Registered	3065869	March 7, 2006 / March 15, 2005

<b>TRADE NAMES/COMPANY NAMES</b>
Utility Equipment Leasing Corporation (Corporate Name)
UELC (fictitious name)