

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Utility Equipment Leasing Corporation		02/26/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA				
Name:	Wilmington Trust, National Association, as Second Lien Collateral Agent			
Street Address:	246 Goose Lane, Suite 105			
City:	Guilford			
State/Country:	CONNECTICUT			
Postal Code:	06437			
Entity Type:	Association: 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:	03/04/2014			

OP \$40.00 3065869

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated as of February 26, 2014 is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Wilmington Trust, National Association, as collateral agent (the "*Second Lien Collateral Agent*") for the Secured Parties.

WHEREAS, Jurassic Holdings III, Inc., a Delaware corporation ("*Merger Sub*"), and Jurassic Holdings II, Inc., a Delaware corporation and the direct parent of Merger Sub ("*Holdings*"), had entered into an Indenture dated as of February 7, 2014 (the "*Base Indenture*"), with Wilmington Trust, National Association, as trustee (in such capacity, together with its successors and permitted assigns in such capacity, the "*Trustee*") and collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "*Second Lien Collateral Agent*"), as supplemented by the supplemental indenture, dated as February 26, 2014, among NESCO, LLC, an Indiana limited liability company (the "*Company*"), NESCO Finance Corporation, a Delaware corporation ("*NESCO Finance*" and, together with the Company, the "*Issuers*"), the subsidiary guarantor (the "*Subsidiary Guarantor*") party thereto and the Trustee (the "*Supplemental Indenture*" and together with the Base Indenture, as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Indenture*"), and may from time to time enter into Additional Second Lien Agreements and incur Additional Second Lien Obligations;

WHEREAS, the Grantor has executed and delivered that certain Second Lien Security Agreement dated as of February 26, 2014 made by the Grantor, certain other parties and the Second Lien 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 Second Lien 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 Trademark 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 the present and future Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent and 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 "*Trademark 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 Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark 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.

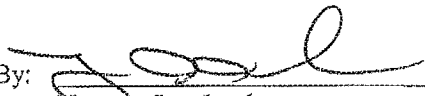
SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern and control. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including Liens and security interests granted to Barclays Bank PLC, as collateral agent, pursuant to or in connection with the Senior Credit Facility and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

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

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.

GRANTORS:

UTILITY EQUIPMENT LEASING
CORPORATION

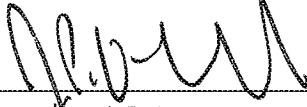
By: 

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

[Signature Page to Second Lien Intellectual Property Security Agreement]


NOTES COLLATERAL AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Second Lien Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

SCHEDULE A

Trademarks

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

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