

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmQuip Crane Rental LLC		10/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, a Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1772786	AMQUIP	
Registration Number:	4071106	AMQUIP GLOBAL SERVICES	
Serial Number:	86100230	AMQUIP THE CRANE PEOPLE	
Serial Number:	77929273	AMQUIP ENERGY SERVICES	
Serial Number:	77848115	AMQUIP GLOBAL SERVICES	
Registration Number:	4000123	AMQUIP THE CRANE PEOPLE	
Registration Number:	3826355	ELLIOTT THE CRANE PEOPLE	
Registration Number:	1674537		
Registration Number:	4053439	POWELL & SONS THE CRANE PEOPLE	
Registration Number:	2662704	SHANE MCCRANE AMQUIP	
Registration Number:	3826354	SHAUGHNESSY THE CRANE PEOPLE	
Registration Number:	1587469	MARKIM	
CORRESPONDENCE DATA			
Fax Number:	2139963305		
<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:	2136836305		
Email:	floraresendiz@paulhastings.com		
TRADEMARK			

OP \$315.00 1772786

Correspondent Name: Flora Resendiz
Address Line 1: 515 South Flower Street
Address Line 2: 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Flora Resendiz

SIGNATURE: /flora resendiz/

DATE SIGNED: 10/03/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of October 2014, by and among the Grantor listed on the signature pages hereof (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 2, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **TITAN PURCHASE CORP.**, a Delaware corporation, as parent ("Parent"), **AMQUIP CRANE RENTAL LLC**, a Delaware limited liability company ("AmQuip Crane"), **ELLIOTT AMQUIP LLC**, a Delaware limited liability company ("Elliott AmQuip"), and **BOSTON AMQUIP, LLC**, a Delaware limited liability company ("Boston AmQuip"; together with AmQuip Crane and Elliott AmQuip, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, Wells Fargo, **CIT FINANCE LLC**, a Delaware limited liability company ("CIT"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("PNC"), as joint lead arrangers, Wells Fargo, CIT, and PNC, as joint book runners, CIT, as syndication agent, and PNC, as documentation agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 2, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's

right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

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, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

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 Lender Group and the Bank Product Providers, pursuant to the Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan 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.

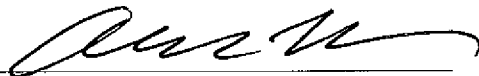
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature pages follow]

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.

"Grantors"

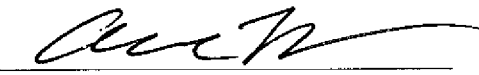
AMQUIP CRANE RENTAL LLC,
a Delaware limited liability company

By: 
Name: Albert Bove
Title: Chief Executive Officer

BOSTON AMQUIP, LLC,
a Delaware limited liability company

By: 
Name: Albert Bove
Title: Chief Executive Officer

ELLIOTT AMQUIP LLC,
a Delaware limited liability company

By: 
Name: Albert Bove
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

"Agent"

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
a national banking association



By: *Thomas Blackman*
Name: Thomas Blackman
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005374 FRAME: 0892



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT






Trademark Registrations/Applications

Grantor	Country	Mark	(Application)/ Registration No.	(App)/Reg Date
AmQuip Crane Rental LLC	United States	AMQUIP *; **	1,772,786	05/28/93
AmQuip Crane Rental LLC	United States	AMQUIP GLOBAL SERVICES *; **	4,071,106	12/13/11
AmQuip Crane Rental LLC	United States	AMQUIP THE CRANE PEOPLE & DESIGN 	(86/100230)	(10/24/13)
AmQuip Crane Rental LLC	United States	MARKIM	1,587,469	05/25/93
AmQuip Crane Rental LLC	United States	AMQUIP ENERGY SERVICES	77/929,273	02/05/10
AmpQuip Crane Rental LLC	United States	AMQUIP GLOBAL SERVICES	77/848,115	10/14/09
AmQuip Crane Rental LLC	United States	AMQUIP THE CRANE PEOPLE & DESIGN *; ** 	4,000,123	07/26/11

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AmQuip Crane Rental LLC	United States	AMQUIP ENERGY SERVICES	77/929,273	02/05/10
AmpQuip Crane Rental LLC	United States	AMQUIP GLOBAL SERVICES	77/848,115	10/14/09
AmQuip Crane Rental LLC	United States	AMQUIP THE CRANE PEOPLE & DESIGN *; ** 	4,000,123	07/26/11

AmQuip Crane Rental LLC	United States	ELLIOTT THE CRANE PEOPLE & DESIGN *; ** 	3,826,355	07/27/10
AmQuip Crane Rental LLC	United States	MISCELLANEOUS DESIGN 	1,674,537	02/04/92
AmQuip Crane Rental LLC	United States	POWELL & SONS THE CRANE PEOPLE & DESIGN *; ** 	4,053,439	11/08/11
AmQuip Crane Rental LLC	United States	SHANE MCCRANE AMQUIP & DESIGN *; ** 	2,662,704	12/17/02
AmQuip Crane Rental LLC	United States	SHAUGHNESSY THE CRANE PEOPLE & DESIGN *; ** 	3,826,354	07/27/10

Trade Names

Grantor	Trade and/or Fictitious Names
AmQuip Crane Rental LLC	"The Crane People"
Boston AmQuip, LLC	Shaughnessy Crane Services
Elliott AmQuip LLC	Powell & Sons

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.