

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394193

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMQUIP Crane Rental LLC		07/29/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	150 East 42nd Street
<b>Internal Address:</b>	40th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1772786	AMQUIP
Registration Number:	2662704	SHANE MCCRANE AMQUIP
Registration Number:	3826355	ELLIOTT THE CRANE PEOPLE
Registration Number:	3826354	SHAUGHNESSY THE CRANE PEOPLE
Registration Number:	4000123	AMQUIP THE CRANE PEOPLE
Registration Number:	4053439	POWELL & SONS THE CRANE PEOPLE
Registration Number:	4071106	AMQUIP GLOBAL SERVICES
Registration Number:	4795891	AMQUIP THE CRANE PEOPLE

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: vmann@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Paul Weiss Rifkind Wharton &amp; Garrison LLP

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019

CH \$215.00 1772786

<b>NAME OF SUBMITTER:</b>	Virginia F. Mann
<b>SIGNATURE:</b>	/Virginia F. Mann/
<b>DATE SIGNED:</b>	08/08/2016
<b>Total Attachments: 6</b> source=28 - (Second Lien) Trademark Security Agreement (AmQuip)#page1.tif source=28 - (Second Lien) Trademark Security Agreement (AmQuip)#page2.tif source=28 - (Second Lien) Trademark Security Agreement (AmQuip)#page3.tif source=28 - (Second Lien) Trademark Security Agreement (AmQuip)#page4.tif source=28 - (Second Lien) Trademark Security Agreement (AmQuip)#page5.tif source=28 - (Second Lien) Trademark Security Agreement (AmQuip)#page6.tif	

**Trademark Security Agreement (Second Lien)**

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of July 29, 2016 (this "Agreement"), made by AMQUIP CRANE RENTAL LLC, a Delaware limited liability company (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien) dated as of July 29, 2016 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Collateral Agreement"), among Cloud Crane, LLC (the "Issuer"), each subsidiary of the Issuer identified therein and Wells Fargo Bank, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

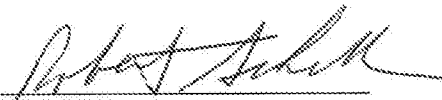
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

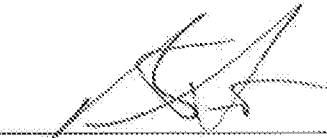
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMQUIP CRANE RENTAL LLC

By:   
Name: Robert Schiller  
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as  
Collateral Agent


By:   
Name: Patrick T. Giordano  
Title: VICE PRESIDENT

Schedule I  
to Trademark Security Agreement (Second Lien)

Trademarks Owned by AmQuip Crane Rental LLC

*U.S. Trademark Registrations*

Mark	Registration No.	Registration Date
AMQUIP	1,772,786	05/28/93
SHANE MCCRANE AMQUIP & DESIGN  <small>Shane McCrane</small>	2,662,704	12/17/02
SHAUGHNESSY THE CRANE PEOPLE & DESIGN  <b>Shaughnessy</b> THE CRANE PEOPLE	3,826,354	07/27/10
ELLIOTT THE CRANE PEOPLE & DESIGN  <b>Elliott</b> THE CRANE PEOPLE	3,826,355	07/27/10
AMQUIP THE CRANE PEOPLE & DESIGN  <b>AmQuip</b> THE CRANE PEOPLE	4,000,123	07/26/11
POWELL & SONS THE CRANE PEOPLE & DESIGN  <b>Powell &amp; Sons</b> THE CRANE PEOPLE	4,053,439	11/08/11
AMQUIP GLOBAL SERVICES	4,071,106	12/13/11

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMQUIP THE CRANE PEOPLE & DESIGN 	4,795,891	08/18/15

*U.S. Trademark Applications*

None.