

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M&M RENTAL CENTER, INC.		07/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PRIVATEBANK AND TRUST COMPANY		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3685569	RENTALS REINVENTED	
<b>Serial Number:</b>	87253734	MARQUEE EVENT GROUP WWW.MARQUEEEVENTSGRO	
<b>Serial Number:</b>	87262379	MARQUEE LINENS	
<b>Serial Number:</b>	87253789	MARQUEE RENTS	
<b>Serial Number:</b>	87254802	MARQUEE SATX	
<b>Serial Number:</b>	87258525	MARQUEE TENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123271051		
<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>			
<b>Phone:</b>	312-327-1050		
<b>Email:</b>	jwatson@skcounsel.com		
<b>Correspondent Name:</b>	Scott & Kraus, LLC		
<b>Address Line 1:</b>	150 S. Wacker Drive, Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Drew J. Scott, Esq.		
<b>SIGNATURE:</b>	/Drew J. Scott, Esq./		
<b>DATE SIGNED:</b>	09/20/2017		
<b>Total Attachments: 5</b>			

OP \$165.00 3685569

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 28, 2017, is entered into by **M&M RENTAL CENTER, INC.**, a Delaware corporation ("Grantor"), and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois banking corporation, as Administrative Agent for the Lenders under the Credit Agreement referred to below (in its capacity as such Administrative Agent, the "Secured Party").

### RECITALS

A. Grantor has entered into that certain Second Amended and Restated Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders party thereto and the Secured Party, pursuant to which the Lenders have agreed to make loans to Grantor.

B. The Obligations of Grantor owed to the Lenders under the Credit Agreement are secured pursuant to that certain Amended and Restated Security Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the other Debtors party thereto and the Secured Party.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Secured Party a security interest in the Collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Obligations owing by Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Security Agreement and the other Loan Documents and to secure the payment and performance of the obligations, including without limitation the Notes, Grantor does hereby grant to the Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 and 2 being herein collectively referred to as the "Trademark Collateral"); provided, that, the Trademark Collateral shall not include any 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, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the United and States Patent and Trademark Office or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and the other Loan Documents and is subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this Agreement maintained by Secured Party shall deemed to be an original.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its authorized officer as of the date first set forth above.

**M&M RENTAL CENTER, INC.,**  
a Delaware corporation

By:   
Name: Marcel Schmitt  
Its: Vice President

Acknowledged and agreed:

**THE PRIVATEBANK AND TRUST  
COMPANY**, an Illinois banking  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

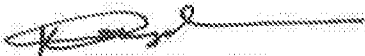
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its authorized officer as of the date first set forth above.

**M&M RENTAL CENTER, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and agreed:

**THE PRIVATEBANK AND TRUST  
COMPANY**, an Illinois banking  
corporation

By:   
Name: KEYRA GAYAL  
Its: MANAGING DIRECTOR

SCHEDULE 1

Trademarks and Trademark Applications

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
M&M Rental Center, Inc.	RENTALS REINVENTED	February 20, 2009	3685569

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
M&M Rental Center, Inc.	MARQUEE EVENT GROUP WWW.MARQUEEEVENTSGROUP.COM and Design	December 1, 2016	87253734
M&M Rental Center, Inc.	MARQUEE LINENS and Design	December 8, 2016	87262379
M&M Rental Center, Inc.	MARQUEE RENTS and Design	December 1, 2016	87253789
M&M Rental Center, Inc.	MARQUEE SATX and Design	December 2, 2016	87254802
M&M Rental Center, Inc.	MARQUEE TENTS and Design	December 6, 2016	87258525