

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alta Enterprises, LLC		12/27/2017	Limited Liability Company: MICHIGAN
Alta Construction Equipment Illinois, LLC		12/27/2017	Limited Liability Company: MICHIGAN
Alta Heavy Equipment Services, LLC		12/27/2017	Limited Liability Company: MICHIGAN
Alta Industrial Equipment Michigan, LLC		12/27/2017	Limited Liability Company: MICHIGAN
Alta Construction Equipment, L.L.C.		12/27/2017	Limited Liability Company: MICHIGAN
Alta Industrial Equipment Company, L.L.C.		12/27/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Notes Representative		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87105485	UP TIME MATTERS	
Registration Number:	5080324	UP TIME MATTERS	
Registration Number:	4107226	ALTA RENTS	
Registration Number:	4107228	ALTA INDUSTRIAL EQUIPMENT	
Registration Number:	4107203	ALTA FINANCIAL SERVICES	
Registration Number:	4107227	ALTA CONSTRUCTION EQUIPMENT	
Registration Number:	4162769	ALTA EQUIPMENT COMPANY	
Registration Number:	4089410	ALTA FLEET SERVICES	
CORRESPONDENCE DATA			

OP \$215.00 87105485

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.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6262.038
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NAME OF SUBMITTER:	Kristen N. Lange
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SIGNATURE:	/kristenlange/
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DATE SIGNED:	12/27/2017
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Total Attachments: 8

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The liens and security interests on the property described herein are junior and subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement dated as of December 27, 2017 among JPMorgan Chase Bank, N.A., as First Lien Agent and Goldman Sachs Specialty Lending Group, L.P., as Second Lien Representative, and acknowledged by the Notes Parties referred to therein, as amended from time to time.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 27, 2017 by ALTA ENTERPRISES, LLC, a Michigan limited liability company, ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC, a Michigan limited liability company, ALTA HEAVY EQUIPMENT SERVICES, LLC, a Michigan limited liability company, ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC, a Michigan limited liability company, ALTA CONSTRUCTION EQUIPMENT, L.L.C., a Michigan limited liability company, and ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C., a Michigan limited liability company (each a "Grantor", and collectively, the "Grantors"), in favor of Goldman Sachs Specialty Lending Group, L.P., in its capacity as notes representative (the "Notes Representative") for the Purchasers party to the Note Purchase Agreement referred to below.

Recitals

A. The Grantors, the Purchasers party thereto, and the Notes Representative are entering into a Note Purchase Agreement dated as the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement").

B. In connection with the Note Purchase Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Notes Representative. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Notes Representative, on behalf of and for the ratable benefit of the Purchasers, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as (defined in the Note Purchase Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Notes Representative, for the ratable benefit of the Purchasers, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Note Purchase Agreement and other Loan Documents, each Grantor hereby grants to the Notes Representative, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

(1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;

(6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Notes Representative herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Representative pursuant to the Security Agreement; *provided, however*, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Notes Representative with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement and 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 the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts by facsimile or other electronic transmission (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

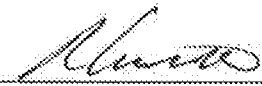
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

**ALTA ENTERPRISES, LLC
ALTA CONSTRUCTION EQUIPMENT
ILLINOIS, LLC
ALTA INDUSTRIAL EQUIPMENT MICHIGAN,
LLC
ALTA HEAVY EQUIPMENT SERVICES, LLC**

By: 
Name: Ryan Greenawalt
Title: Manager of each of the above,
on behalf of each of the above

**ALTA INDUSTRIAL EQUIPMENT COMPANY,
L.L.C.
ALTA CONSTRUCTION EQUIPMENT, L.L.C.**

By: Alta Enterprises, LLC
Its: Sole Member of each of the above,
on behalf of each of the above

By: 
Name: Ryan Greenawalt
Title: Manager

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**, as Notes Representative

By: _____

Name: Greg Watts

Title: Senior Vice President

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARK APPLICATIONS

Name of Grantor¹	Trademark	Application Date	Application Number	Jurisdiction
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	7/15/2016	87105485	United States

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Application Number	Registration Number	Jurisdiction
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	11/15/2016	86631105	5080324	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA RENTS	3/6/2012	77933306	4107226	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA INDUSTRIAL EQUIPMENT	3/6/2012	77933393	4107228	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA FINANCIAL SERVICES	3/6/2012	77873987	4107203	United States

¹ Note: Pursuant to the Reorganization and upon consummation of a series of contributions, the trademark applications and trademark owned by Alta Equipment Company, Inc. will be eventually contributed down to Alta Industries Equipment Michigan, LLC prior to the Effective Date. The foregoing applies to all trademark and trademark applications listed under this Schedule I.

Name of Grantor	Trademark	Registration Date	Application Number	Registration Number	Jurisdiction
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA CONSTRUCTION EQUIPMENT	3/6/2012	77933361	4107227	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA EQUIPMENT COMPANY	6/26/2012	77864483	4162769	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA FLEET SERVICES	1/24/2012	77867762	4089410	United States

TRADEMARK LICENSES

None

SCHEDULE 2

Patent, Patent Applications and Patent Licenses

PATENTS

None

PATENT APPLICATIONS

None