

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469336

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:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	7th Floor; Mail Code IL1-0010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5353099	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	

OP \$215.00 5353099

CORRESPONDENCE DATA**Fax Number:** 8446706009*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:** 313-223-3098**Email:** DWTrademarks@dickinson-wright.com**Correspondent Name:** M. Katherine VanderVeen**Address Line 1:** 500 Woodward Avenue**Address Line 2:** Suite 4000**Address Line 4:** Detroit, MICHIGAN 48226

NAME OF SUBMITTER:	M. Katherine VanderVeen
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SIGNATURE:	/M. Katherine VanderVeen/
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DATE SIGNED:	04/11/2018
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Total Attachments: 7

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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 JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "*Administrative Agent*") for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantors, the lenders party thereto, and the Administrative Agent are entering into a Third Amended and Restated First Lien Credit Agreement dated as the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "*Security Agreement*") with the Administrative Agent. 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 Administrative Agent, on behalf of and for the ratable benefit of the Lenders, 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 Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, 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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent 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 Administrative Agent 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 Credit 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 (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.

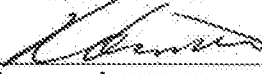
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan, but giving effect to federal laws applicable to national banks.

[Signature page follows]

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

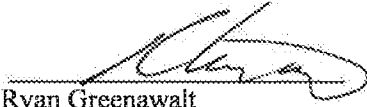
GRANTORS:

**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

Signature Page to Patent and Trademark Security Agreement

**TRADEMARK
REEL: 006357 FRAME: 0925**

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Diane D. Forrest

Title: Authorized Officer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 006357 FRAME: 0926

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARK

<u>Name of Grantor</u> ¹	<u>Trademark</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	12/12/17	87105485	5353099	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	11/15/16	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
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA CONSTRUCTION EQUIPMENT	3/6/2012	77933361	4107227	United States
ALTA INDUSTRIAL	ALTA EQUIPMENT	6/26/2012	77864483	4162769	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.

EQUIPMENT MICHIGAN, LLC	COMPANY				
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA FLEET SERVICES	1/24/2012	77867762	4089410	United States

Trademark Licenses: None.

SCHEDULE 2

Patents, Patent Applications and Patent Licenses

PATENT

None.

PATENT APPLICATION

None.

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