

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488221

<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>
WASHINGTON AIR COMPRESSOR RENTAL CO.		08/30/2018	Corporation: D.C.
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STERLING NATIONAL BANK		
<b>Street Address:</b>	400 RELLA BOULEVARD		
<b>City:</b>	MONTEBELLO		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10901		
<b>Entity Type:</b>	National Banking Association: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5250899	WASHAIR	
<b>Registration Number:</b>	3392819	MUCH MORE THAN AIR COMPRESSORS!	
<b>Registration Number:</b>	3048089	WASHINGTON AIR COMPRESSOR RENTAL CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9733257467		
<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>	9737364600		
<b>Email:</b>	trademarks@lawfirm.ms		
<b>Correspondent Name:</b>	Joel G. MacMull, Esq.		
<b>Address Line 1:</b>	3 BECKER FARM ROAD		
<b>Address Line 2:</b>	SUITE 105		
<b>Address Line 4:</b>	ROSELAND, NEW JERSEY 07068		
<b>NAME OF SUBMITTER:</b>	JOEL G. MACMULL, ESQ.		
<b>SIGNATURE:</b>	/JOEL G. MACMULL/		
<b>DATE SIGNED:</b>	08/31/2018		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made on August 30, 2018, by and between WASHINGTON AIR COMPRESSOR RENTAL CO., a District of Columbia corporation (“Grantor”) and STERLING NATIONAL BANK, a national banking association (“Lender”).

### WITNESSETH:

WHEREAS, Lender has entered or is about to enter into a senior secured credit facility with Grantor, as borrower (“Borrower”) pursuant to which Lender has agreed to make loans and provide other financial accommodations to Borrower as set forth in the Loan and Security Agreement, dated of even date herewith, between Borrower, Lender, and the other credit parties from time to time party thereto, (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), but only upon the condition, among others, that Grantor shall have executed and delivered to Lender the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, 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 Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

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

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by 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.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secure 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 to Lender, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving Grantor.

4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the Loan Agreement shall control.

5. Authorization to Supplement. Grantor shall give Lender written notice of the filing of any additional application for registration of any Trademark and notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of Grantor under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Defeasance. Upon payment in full of the Secured Obligations, Lender shall take such steps as are necessary to terminate the grant of the security interest hereunder.

7. 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 e-mail or facsimile 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 e-mail or 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.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER.

(a) THIS TRADEMARK SECURITY AGREEMENT IS TO BE EXECUTED AND DELIVERED WITHIN THE STATE OF NEW YORK, IS TO BE PERFORMED WITHIN

THE STATE OF NEW YORK, AND THE PARTIES ELECT THAT THE LAWS OF NEW YORK SHALL GOVERN THE CONSTRUCTION OF THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS, REMEDIES, WARRANTIES, REPRESENTATIONS, COVENANTS, AND PROVISIONS HEREOF, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES OF THE STATE OF NEW YORK.

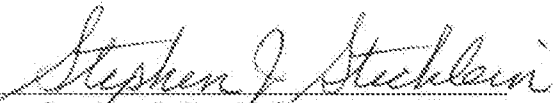
(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT, WRITING OR AGREEMENT RELATED HERETO, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR IN ANY FEDERAL OR STATE COURT SITTING IN NEW YORK COUNTY, ROCKLAND COUNTY OR WESTCHESTER COUNTY, AND, BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, GRANTOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO HIM AT HIS/HER ADDRESS SET FORTH HEREIN, SUCH SERVICE TO BECOME EFFECTIVE FIVE (5) DAYS AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE ANY LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST GRANTOR IN ANY JURISDICTION.

[SIGNATURE PAGE FOLLOWS]

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.

**GRANTOR:**

**WASHINGTON AIR COMPRESSOR RENTAL  
CO.**

By:   
Name: Stephen J. Stecklein  
Title: Authorized Person

**LENDER:**

**STERLING NATIONAL BANK**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

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.

**GRANTOR:**

**WASHINGTON AIR COMPRESSOR RENTAL  
CO.**


By: \_\_\_\_\_

Name:

Title:

**LENDER:**

**STERLING NATIONAL BANK**

By: 

Name: Barbara J. Coffin

Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Word Mark</b>
5,250,899	July 25, 2017	WASHAIR
3,392,819	March 4, 2008	MUCH MORE THAN AIR COMPRESSORS!
3,048,089	January 24, 2006	WASHINGTON AIR COMPRESSOR RENTAL CO.