

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NESCO, LLC		07/31/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5533769	B	
Registration Number:	5533765	BETHEA	
Registration Number:	5507303	NESCO SPECIALTY RENTALS	
Registration Number:	5507299	NESCO SPECIALTY RENTALS	
Registration Number:	4771329	NESCO RENTALS	
Registration Number:	4758460	NESCO RENTALS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	08/01/2019		

OP \$165.00 5533769

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NESCO, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-IN
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 31, 2019

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Street Address: 246 Goose Lane, Suite 105

City: Guilford

State: CT

Country: USA Zip: 06437

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

July 31, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of July 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among JPMorgan Chase Bank, N.A., as ABL Collateral Agent, Wilmington Trust, National Association, as Junior Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Lien Collateral Agent hereunder, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated as of July 31, 2019 is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Wilmington Trust, National Association, as collateral agent (the “**Second Lien Collateral Agent**”) for the Secured Parties.

WHEREAS, Capitol Intermediate Holdings, LLC (“**Holdings**”), a Delaware limited liability company, Capitol Investment Merger Sub 2, LLC (the “**Issuer**”), a Delaware limited liability company and the subsidiary guarantors (the “**Subsidiary Guarantors**”) party thereto, had entered into an Indenture dated as of July 31, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), with Wilmington Trust, National Association, as trustee (in such capacity, together with its successors and permitted assigns in such capacity, the “**Trustee**”) and collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Second Lien Collateral Agent**”), and may from time to time enter into Additional Second Lien Agreements and incur Additional Second Lien Obligations;

WHEREAS, the Grantor has executed and delivered that certain Second Lien Security Agreement dated as of July 31, 2019 made by the Grantor, certain other parties and the Second Lien Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the USPTO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by the Grantor of all of the present and future Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in or to any and all of the following properties and assets of the Grantor and all powers and rights of the Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the “**IP Collateral**”):

(A) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in 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 of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in 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 this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern and control. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including Liens and security interests granted to JPMorgan Chase Bank, N.A., as collateral agent, pursuant to or in connection with the Senior Credit Facility and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this IP Security Agreement solely in its capacity as Second Lien Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Second Lien Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture as if such rights, privileges and immunities were set forth herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

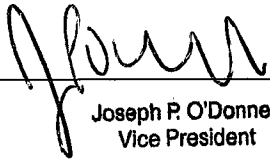
NESCO, LLC

By:


Name: Bruce Heinemann
Title: Chief Financial Officer

NOTES COLLATERAL AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Second Lien Collateral Agent

By: 
Name: _____
Title: **Joseph P. O'Donnell
Vice President**

[Trademark Security Agreement]

SCHEDULE A

Trademarks

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>U.S. Serial No.</u>	<u>U.S. Registration</u>
NESCO, LLC	USA		87683604	5533769
NESCO, LLC	USA	BETHEA	87683550	5533765
NESCO, LLC	USA		87687382	5507303
NESCO, LLC	USA	NESCO SPECIALTY RENTALS	87687327	5507299
NESCO, LLC	USA		86242986	4771329
NESCO, LLC	USA	NESCO RENTALS	86242980	4758460