

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC		02/14/2020	Limited Liability Company: MICHIGAN
ALTA EQUIPMENT HOLDINGS, INC.		02/14/2020	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	214 N. Tryon Street, 27th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202-1078
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

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
Registration Number:	5599770	ALTA EQUIPMENT COMPANY
Serial Number:	88723209	ALTA EQUIPMENT GROUP

CORRESPONDENCE DATA

Fax Number: 8602402701

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: 8602402755

Email: derek.wayne@morganlewis.com

Correspondent Name: Derek Wayne

OP \$265.00 5353099

Address Line 1: Morgan, Lewis & Bockius LLP
Address Line 2: One State Street
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Derek Wayne

SIGNATURE: /Derek Wayne/

DATE SIGNED: 02/14/2020

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 February 3, 2020 among JPMorgan Chase Bank, N.A., as ABL First Lien Agent, JPMorgan Chase Bank, N.A., as Floor Plan First Lien Agent and U.S. Bank National Association, as Second Lien Agent, 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 February 14, 2020 by ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC, a Michigan limited liability company, and ALTA EQUIPMENT HOLDINGS, INC., a Michigan corporation (collectively, the "Grantors", and each individually, a "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as administrative agent (the "Administrative Agent") for itself and the Purchasers party to the Note Purchase Agreement referred to below.

Recitals

A. Each Grantor, each other Notes Party party thereto, the Purchasers party thereto, and the Administrative Agent are entering into a Note Purchase Agreement dated as of February 3 2020 (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, each Grantor is 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 Administrative Agent and each other Grantor party thereto. 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 pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, 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, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, 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 Notes Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, 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, including without limitation, each Trademark referred to in Schedule 1 attached hereto, together with 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 such 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, including without limitation, each Patent referred to in Schedule 2 attached hereto, together with 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 such 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 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.

The Administrative Agent has executed this Agreement as directed under and in accordance with the Note Purchase Agreement and will perform this Agreement solely in its capacity as Administrative Agent and not individually. In performing under this Agreement, the Administrative Agent shall have all rights, protections, immunities and indemnities granted it under the Note Purchase Agreement. Subject to the terms of the Note Purchase Agreement, the Administrative Agent shall have no obligation to perform or exercise any discretionary act.

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.

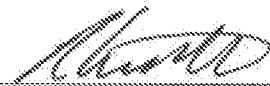
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Signature page follows]

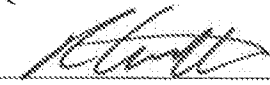
IN WITNESS WHEREOF, each Grantor has executed this Agreement as of the date first set forth above.

GRANTORS:

ALTA INDUSTRIAL EQUIPMENT MICHIGAN,
LLC

By: 
Name: Ryan Greenawalt
Title: Manager

ALTA EQUIPMENT HOLDINGS, INC.

By: 
Name: Ryan Greenawalt
Title: President

U.S. BANK NATIONAL ASSOCIATION, as
Administrative Agent

By: *Lisa Dowd*
Name: Lisa Dowd
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement -- Alta]

TRADEMARK
REEL: 006864 FRAME: 0506

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARK APPLICATIONS

None.

TRADEMARKS

Name of Grantor	Trademark	Application/Registration Date	Application Number	Registration Number	Jurisdiction
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	12/12/17	87105485	5353099	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	11/15/2016	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
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA CONSTRUCTION EQUIPMENT	3/6/2012	77933361	4107227	United States

Name of Grantor	Trademark	Application/Registration Date	Application Number	Registration Number	Jurisdiction
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
ALTA EQUIPMENT HOLDINGS, INC.	ALTA EQUIPMENT COMPANY	11/06/2018	87824086	5599770	United States
ALTA EQUIPMENT HOLDINGS, INC.	ALTA EQUIPMENT GROUP	12/11/19	88723209		United States

TRADEMARK LICENSES

None.

SCHEDULE 2

Patent, Patent Applications and Patent Licenses

PATENTS

None.

PATENT APPLICATIONS

None.