

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B. RILEY PRINCIPAL MERGER CORP., to be known as ALTA EQUIPMENT GROUP INC.		02/14/2020	Corporation: DELAWARE
ALTA EQUIPMENT HOLDINGS, INC.		02/14/2020	Corporation: MICHIGAN
ALTA ENTERPRISES, LLC		02/14/2020	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC		02/14/2020	Limited Liability Company: MICHIGAN
ALTA HEAVY EQUIPMENT SERVICES, LLC		02/14/2020	Limited Liability Company: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC		02/14/2020	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT, L.L.C.		02/14/2020	Limited Liability Company: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C.		02/14/2020	Limited Liability Company: MICHIGAN
NITCO, LLC		02/14/2020	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT FLORIDA, LLC		02/14/2020	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor L2
Internal Address:	Suite IL1-0480
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5353099	UP TIME MATTERS

TRADEMARK

Property Type	Number	Word Mark
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: 2147455390

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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	63492.9
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	02/14/2020

Total Attachments: 9

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**AMENDED AND RESTATED FLOOR PLAN FIRST LIEN PATENT AND TRADEMARK
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED FLOOR PLAN FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is entered into as of February 14, 2020 by B. RILEY PRINCIPAL MERGER CORP., a Delaware corporation to be known as ALTA EQUIPMENT GROUP INC., ALTA EQUIPMENT HOLDINGS, INC., a Michigan corporation, 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, ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C., a Michigan limited liability company, NITCO, LLC, a Michigan limited liability company, and ALTA CONSTRUCTION EQUIPMENT FLORIDA, LLC, 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 entered into a Fifth Amended and Restated Floor Plan First Lien Credit Agreement dated as of February 3, 2020 (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 Third Amended and Restated Floor Plan First Lien 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 OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

Each of the parties hereto acknowledges and agrees that this Agreement, together with the Amended and Restated ABL First Lien Patent and Trademark Security Agreement dated as of the date hereof among the Grantors and JPMorgan Chase Bank, N.A., as ABL Administrative Agent (the “*ABL Agreement*”), and together with this Agreement, the “*Alta Agreements*”), collectively amend and restate the Patent and Trademark Security Agreement dated December 27, 2017 among the Grantors and the


Administrative Agent (the “*Existing Agreement*”) in its entirety, and each of the parties hereto acknowledges and agrees that all grants of security interests under the Existing Agreement continue under the Alta Agreements, as applicable, with the same priority as originally granted under the Existing Agreement, except to the extent such security interests have been expressly released by the Administrative Agent prior to the execution of the Alta Agreements and the Alta Agreements do not constitute a novation or termination of the Existing Agreement. Notwithstanding anything herein to the contrary, in no event shall the Liens granted under the Existing Agreement be deemed affected by the Alta Agreements, as applicable, it being the intent and agreement of the Loan Parties and the ABL Loan Parties that, except as otherwise provided in the Loan Documents and the ABL Loan Documents, as applicable, the Liens on the collateral granted to secure the obligations of the existing loan parties in connection with the Existing Agreement and the other “Loan Documents” (as defined in the Existing Agreement), shall not be extinguished and shall remain valid, binding and enforceable securing the obligations under the Existing Agreement as amended and restated by the Credit Agreement and as amended and restated by the ABL Credit Agreement collectively, and each other Loan Document, ABL Loan Document and agreement evidencing all of any part of any Secured Obligations or any ABL Obligations, as applicable.

[Signature page follows]

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

GRANTORS:

**B. RILEY PRINCIPAL MERGER CORP., to be known as
ALTA EQUIPMENT GROUP INC.**

By: 
Name: Daniel Shribman
Title: CFO

ALTA EQUIPMENT HOLDINGS, INC.

By: _____
Name: _____
Title: _____

**ALTA ENTERPRISES, LLC
ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC
ALTA HEAVY EQUIPMENT SERVICES, LLC
ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C.
ALTA CONSTRUCTION EQUIPMENT, L.L.C. NITCO,
LLC
ALTA CONSTRUCTION EQUIPMENT FLORIDA, LLC**

By: _____
Name: _____
Title: _____

of each of the above, on behalf of each of the above

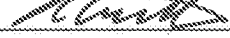
IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:


**B. RILEY PRINCIPAL MERGER CORP., to be known as
ALTA EQUIPMENT GROUP INC.**

By: _____
Name:
Title:

ALTA EQUIPMENT HOLDINGS, INC.

By: 
Name: Ryan Greenawald
Title: President

**ALTA ENTERPRISES, LLC
ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC
ALTA HEAVY EQUIPMENT SERVICES, LLC
ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C.
ALTA CONSTRUCTION EQUIPMENT, L.L.C. NITCO,
LLC
ALTA CONSTRUCTION EQUIPMENT FLORIDA, LLC**

By: 
Name: Ryan Greenawald
Title: Manager

of each of the above, on behalf of each of the above

Signature Page to Amended and Restated Floor Plan First Lien Patent and Trademark Security Agreement

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

By: Frederick B. Varhula
Name: Frederick B. Varhula
Title: Authorized Officer

*Signature Page to Amended and Restated Floor Plan First Lien Patent and Trademark Security
Agreement*

TRADEMARK
REEL: 006864 FRAME: 0522

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARK

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
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA EQUIPMENT COMPANY	6/26/2012	77864483	4162769	United States

Name of Grantor	Trademark	Application/Registration Date	Application Number	Registration Number	Jurisdiction
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

Patents, Patent Applications and Patent Licenses

PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

4833-9445-0610 v6 [7-4391]