

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CTOS, LLC		02/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5639657	CUSTOM TRUCK 1 SOURCE	
Registration Number:	5624192	CUSTOM TRUCK ONE SOURCE	
Registration Number:	5629469	1	
Registration Number:	5624193	1 CUSTOM TRUCK ONE SOURCE	
Registration Number:	5634556	LOAD KING	
Registration Number:	5639658	CUSTOM TRUCK 1 SOURCE	
Registration Number:	5645267	LOAD KING BY CUSTOM TRUCK 1 SOURCE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1189958		
NAME OF SUBMITTER:	Christian Craft		

OP \$190.00 5639657

SIGNATURE:	/Christian Craft/
DATE SIGNED:	02/20/2020
Total Attachments: 5 source=CTOS - Trademark Security Agreement - Amendment No. 3 (Executed)#page2.tif source=CTOS - Trademark Security Agreement - Amendment No. 3 (Executed)#page3.tif source=CTOS - Trademark Security Agreement - Amendment No. 3 (Executed)#page4.tif source=CTOS - Trademark Security Agreement - Amendment No. 3 (Executed)#page5.tif source=CTOS - Trademark Security Agreement - Amendment No. 3 (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 19, 2020, by CTOS, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Security Agreement, dated as of April 18, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) United States registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor, including those listed on Schedule I attached hereto; and
- (b) all goodwill associated with the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

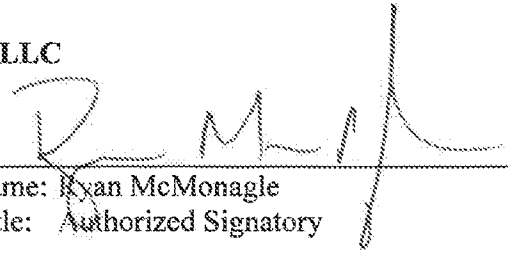
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

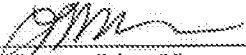
CTOS, LLC

By:


Name: Ryan McMonagle
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006868 FRAME: 0372

Schedule I
Trademark Registrations and Applications

U.S. Trademark Registrations & Applications

Mark	Reg. No.	Reg. Date	Owner
CUSTOM TRUCK 1 SOURCE	5639657	Dec 25, 2018	CTOS, LLC
CUSTOM TRUCK ONE SOURCE	5624192	Dec 4, 2018	CTOS, LLC
1	5629469	Dec 11, 2018	CTOS, LLC
1 CUSTOM TRUCK ONE SOURCE	5624193	Dec 4, 2018	CTOS, LLC
LOAD KING	5634556	Dec 18, 2018	CTOS, LLC
CUSTOM TRUCK 1 SOURCE	5639658	Dec 25, 2018	CTOS, LLC
LOAD KING BY CUSTOM TRUCK 1 SOURCE	5645267	Jan 1, 2019	CTOS, LLC