

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Able Equipment Rental, Inc.		03/02/2020	Corporation: NEW YORK
A & A Associates, L.L.C.		03/02/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	401 Broad Hollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2571537	GOT BOOM?	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (106896-01021 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	106896-01021		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	03/02/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) is made as of March 2, 2020, among the Grantors listed on the signature pages hereof (each individually, a “Grantor” and collectively, the “Grantors”) and Manufacturers and Traders Trust Company, in its capacity as Administrative Agent and Collateral Agent (in such capacity, “Agent”), for the Lenders (defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of the date hereof, by and among ABLE EQUIPMENT RENTAL, INC., a New York corporation (“Able”), A & A ASSOCIATES, L.L.C., a New York limited liability company (“A&A”, and together with Able and each other Person joined thereto as a Borrower from time to time collectively, the “Borrowers” and each individually, a “Borrower”), the financial institutions which are now or which hereafter become a party thereto (the “Lenders”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent for the benefit of Lenders, 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent for the benefit of Lenders, a continuing first priority security interest in such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral and, without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Section 1.3 of the Loan Agreement is hereby incorporated by reference, *mutatis mutandis*.

8. GOVERNING LAW. Section 17.1 of the Loan Agreement is hereby incorporated by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ABLE EQUIPMENT RENTAL, INC.

By: 

Name: Thomas Caldaroni

Title: Chief Financial Officer

A & A ASSOCIATES, L.L.C.

By: 

Name: Thomas Caldaroni

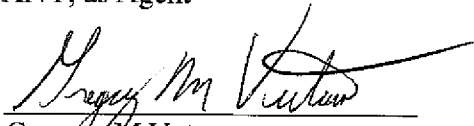
Title: Authorized Person

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006880 FRAME: 0125

ACCEPTED AND
ACKNOWLEDGED BY:

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Agent

By: 
Name: Gregory M Vutrano
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006880 FRAME: 0126

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Description of Trademark	Country	Registration Number	Registration Date	Status
Able Equipment Rental, Inc.	Got Boom?	U.S.A.	2571537	5/21/2002	Active