

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notes Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NESCO, LLC		04/01/2021	Limited Liability Company: INDIANA
CTOS, LLC		04/01/2021	Limited Liability Company: DELAWARE
Load King, LLC		04/01/2021	Limited Liability Company: MICHIGAN
Custom Truck One Source, L.P.	FORMERLY Utility One Source GP, LP	04/01/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 16

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
Registration Number:	5645267	LOAD KING BY CUSTOM TRUCK 1 SOURCE
Registration Number:	5629469	1
Registration Number:	5624193	1 CUSTOM TRUCK ONE SOURCE
Registration Number:	5639658	CUSTOM TRUCK 1 SOURCE
Registration Number:	5639657	CUSTOM TRUCK 1 SOURCE
Registration Number:	5624192	CUSTOM TRUCK ONE SOURCE
Registration Number:	5634556	LOAD KING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6059395	VOYAGER
Registration Number:	5263682	UTILITY 1 SOURCE
Registration Number:	6025265	STINGER

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation System
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:	04/02/2021

Total Attachments: 6

- source=13. Project Cardinal - Second Lien Trademark Security Agreement#page1.tif
- source=13. Project Cardinal - Second Lien Trademark Security Agreement#page2.tif
- source=13. Project Cardinal - Second Lien Trademark Security Agreement#page3.tif
- source=13. Project Cardinal - Second Lien Trademark Security Agreement#page4.tif
- source=13. Project Cardinal - Second Lien Trademark Security Agreement#page5.tif
- source=13. Project Cardinal - Second Lien Trademark Security Agreement#page6.tif

SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT

SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Notes Security Agreement, dated as of April 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Notes Trademark Security Agreement (this “Trademark Security Agreement”); and

WHEREAS, NESCO HOLDINGS II, INC., a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee, are party to that certain indenture, dated as of April 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$920,000,000 aggregate principal amount of its 5.500% Senior Secured Second Lien Notes due 2029;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Notes 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. Each Grantor hereby pledges and grants to the Notes 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 of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement (without recourse and without representation or warranty).

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.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflicts between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

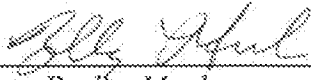
SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature Pages Follow]

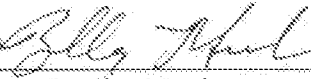
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

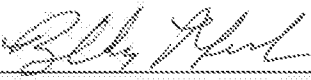
NESCO, LLC,
as a Grantor

By: 
Name: Bradley Meader
Title: Chief Financial Officer

CTOS, LLC
LOAD KING, LLC,
each as a Grantor


By: 
Name: Bradley Meader
Title: Vice President - Finance

CUSTOM TRUCK ONE SOURCE, L.P., by its general
partner, UTILITY ONE SOURCE GP, L.L.C.,
as a Grantor

By: 
Name: Bradley Meader
Title: Vice President - Finance







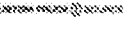
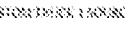
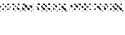

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Barry D. Somrock
Title: Vice President

SCHEDULE I
to
NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NESCO, LLC	5533769	
NESCO, LLC	5533765	BETHEA
NESCO, LLC	5507303	
NESCO, LLC	5507299	NESCO SPECIALTY RENTALS
NESCO, LLC	4771329	
NESCO, LLC	4758460	NESCO RENTALS
CTOS, LLC	5645267	
CTOS, LLC	5629469	
CTOS, LLC	5624193	
CTOS, LLC	5639658	
CTOS, LLC	5639657	
CTOS, LLC	5624192	
CTOS, LLC	5634556	
CTOS, LLC	6059395	VOYAGER
Custom Truck One Source, L.P. (f/k/a UTILITY ONE SOURCE L.P.)	5263682	UTILITY 1 SOURCE
Load King, LLC	6,025,265	STINGER

Trademark Applications:

None.