

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTA EQUIPMENT HOLDINGS, INC.		04/01/2021	Corporation: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC		04/01/2021	Limited Liability Company: MICHIGAN
PEAKLOGIX, LLC		04/01/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88870891	PEAKLOGIX	
Serial Number:	90393916	ALTA	
Serial Number:	90566446	ALTA MATERIAL HANDLING	
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	
CORRESPONDENCE DATA			

CH \$315.00 88870891

Fax Number: 2124552502

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: (212)455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/3138
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NAME OF SUBMITTER:	MELANIE JOLSON
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SIGNATURE:	/MJ/
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DATE SIGNED:	04/07/2021
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Total Attachments: 6

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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 April 1, 2021 among JPMorgan Chase Bank, N.A., as ABL First Lien Agent, JPMorgan Chase Bank, N.A., as Floor Plan First Lien Agent, and Wilmington Trust, National Association, as Second Lien Agent, and acknowledged by the Notes Parties referred to therein, as amended from time to time.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 1, 2021 by ALTA EQUIPMENT HOLDINGS, INC., a Michigan corporation, ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC, a Michigan limited liability company and PEAKLOGIX, LLC, a Michigan limited liability company (collectively, the "Grantors", and each individually, a "Grantor"), in favor of and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the "Collateral Agent") for itself, the Trustee (as defined below) and the Holders of the notes issued under the Indenture referred to below.

Recitals

A. Each Grantor, the other Guarantors, Alta Equipment Group Inc., a Delaware corporation, Wilmington Trustee, National Association, as Trustee (the "Trustee") and the Collateral Agent are entering into a Indenture dated as of April 1, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which, the issuer thereunder issued the 5.625% senior secured second lien notes due 2026 (including any additional notes issued under the Indenture, the "Notes").

B. In connection with the Indenture, 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 Collateral 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 Collateral 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 Trademarks and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations.

D. Pursuant to the terms of the Security Agreement, each Grantor is required to execute and deliver to the Collateral 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 Indenture and other Security Documents, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. Each Grantor hereby grants to the Collateral 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 Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the “Trademark Collateral”).

SECTION 2. Purpose. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral 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.

SECTION 3. Acknowledgement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in 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.

SECTION 4. Collateral Agent. The Collateral Agent has executed this Agreement as directed under and in accordance with the Indenture and will perform this Agreement solely in its capacity as Collateral Agent and not individually. In performing under this Agreement, the Collateral Agent shall have all rights, protections, immunities and indemnities granted it under the Indenture. Subject to the terms of the Indenture, the Collateral Agent shall have no obligation to perform or exercise any discretionary act.

SECTION 5. Counterparts. 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. Delivery of an executed signature page to this Agreement by facsimile, PDF or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 6. Choice of Law. **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.**

[Signature page follows]

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

GRANTOR:

ALTA EQUIPMENT HOLDINGS, INC.

By: 

Name: Anthony Colucci

Title: Authorized Representative

ALTA INDUSTRIAL EQUIPMENT MICHIGAN,
LLC

By: 

Name: Anthony Colucci

Title: Authorized Representative

PEAKLOGIX, LLC

By: 

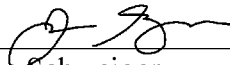
Name: Anthony Colucci

Title: Authorized Representative

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007248 FRAME: 0696


WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By:  _____
Name: Jane Schweiger
Title: Vice President

SCHEDULE 1

Trademarks and Trademark Applications

U.S. TRADEMARKS APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>
PeakLogix, LLC	PEAKLOGIX.	April 14, 2020	88870891
Alta Equipment Holdings, Inc.		December 18, 2020	90393916
Alta Equipment Holdings, Inc.	ALTA MATERIAL HANDLING	March 8, 2021	90566446

U.S. TRADEMARK REGISTRATIONS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Registration Number</u>
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	12/12/17	87105485	5353099
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	11/15/16	86631105	5080324
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA RENTS	3/6/2012	77933306	4107226
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA INDUSTRIAL EQUIPMENT	3/6/2012	77933393	4107228
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA FINANCIAL SERVICES	3/6/2012	77873987	4107203
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA CONSTRUCTION EQUIPMENT	3/6/2012	77933361	4107227
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA EQUIPMENT COMPANY	6/26/2012	77864483	4162769
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	ALTA FLEET SERVICES	1/24/2012	77867762	4089410

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Registration Number</u>
ALTA EQUIPMENT HOLDINGS, INC.	ALTA EQUIPMENT COMPANY	11/06/2018	87824086	5599770