

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645910

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900608448

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALTA EQUIPMENT GROUP INC.		04/01/2021	Corporation: DELAWARE
ALTA EQUIPMENT HOLDINGS, INC.		04/01/2021	Corporation: MICHIGAN
ALTA ENTERPRISES, LLC		04/01/2021	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC		04/01/2021	Limited Liability Company: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC		04/01/2021	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT, L.L.C.		04/01/2021	Limited Liability Company: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT COMPANY, L.L.C.		04/01/2021	Limited Liability Company: MICHIGAN
NITCO, LLC		04/01/2021	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT FLORIDA, LLC		04/01/2021	Limited Liability Company: MICHIGAN
PEAKLOGIX, LLC		04/01/2021	Limited Liability Company: MICHIGAN
ALTA INDUSTRIAL EQUIPMENT NEW YORK, LLC		04/01/2021	Limited Liability Company: MICHIGAN
ALTA CONSTRUCTION EQUIPMENT NEW YORK, LLC		04/01/2021	Limited Liability Company: MICHIGAN
ALTA HEAVY EQUIPMENT SERVICES, LLC		04/01/2021	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Assistant
Street Address:	10 South Dearborn, Floor L2
Internal Address:	Suite IL1-0480
City:	Chicago
State/Country:	ILLINOIS

TRADEMARK

Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
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
Serial Number:	88870891	PEAKLOGIX
Serial Number:	90393916	ALTA
Serial Number:	90566446	ALTA MATERIAL HANDLING

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:	05/11/2021

Total Attachments: 8

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

THIS SECOND AMENDED AND RESTATED FLOOR PLAN FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is entered into as of April 1, 2021 by ALTA EQUIPMENT GROUP INC., a Delaware corporation, 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, ALTA CONSTRUCTION EQUIPMENT FLORIDA, LLC, a Michigan limited liability company, PEAKLOGIX, LLC, a Michigan limited liability company, ALTA INDUSTRIAL EQUIPMENT NEW YORK, LLC, a Michigan limited liability company, and ALTA CONSTRUCTION EQUIPMENT NEW YORK, 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 Sixth Amended and Restated Floor Plan First Lien Credit Agreement dated as of April 1, 2021 (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 Fourth 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 amends and restates the Amended and Restated Patent and Trademark Security Agreement dated February 14, 2020 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 this Agreement with the same priority as originally granted under the Existing Agreement,

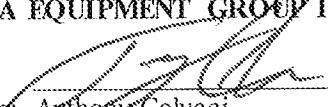
except to the extent such security interests have been expressly released by the Administrative Agent prior to the execution of this Agreement, and this Agreement does not constitute a novation or termination of the Existing Agreement. Notwithstanding anything herein to the contrary, in no event shall the Liens granted under the Existing Agreement be deemed affected by this Agreement, it being the intent and agreement of the Loan Parties that, except as otherwise provided in the Loan Documents, 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 shall not be extinguished and shall remain valid, binding and enforceable securing the obligations under the Existing Agreement and each other Loan Document and agreement evidencing all of any part of any Secured Obligations.

[Signature page follows]


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

GRANTORS:

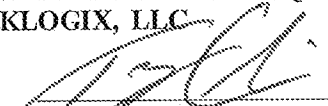
ALTA EQUIPMENT GROUP INC.

By: 
Name: Anthony Colucci
Title: Secretary, Treasurer and Chief Financial Officer

ALTA EQUIPMENT HOLDINGS, INC.

By: 
Name: Anthony Colucci
Title: Authorized Representative

**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
ALTA INDUSTRIAL EQUIPMENT NEW YORK, LLC
ALTA CONSTRUCTION EQUIPMENT NEW YORK, LLC
PEAKLOGIX, LLC**

By: 
Name: Anthony Colucci
Title: Authorized Representative
of each of the above, on behalf of each of the above

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

By: 


Name: Frederick B. Varhula

Title: Authorized Officer

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

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

TRADEMARK

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	12/12/17	87105485	5353099	United States
ALTA INDUSTRIAL EQUIPMENT MICHIGAN, LLC	UP TIME MATTERS	11/15/16	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	ALTA FINANCIAL SERVICES	3/6/2012	77873987	4107203	United States

MICHIGAN, LLC					
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
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

TRADEMARK LICENSES

None

SCHEDULE 2

Patent, Patent Applications and Patent Licenses

PATENTS

<u>Name of Grantor</u>	<u>Patent</u>	<u>Registration Date</u>	<u>Registration Number</u>
PeakLogix, LLC	Reconfigurable Equipment Distribution Cart	July 3, 2018	10,011,290
PeakLogix, LLC	Combined Storage and Transport Cart	May 24, 2016	757,386 S1
PeakLogix, LLC	Combined Adaptable Storage and Transport Cart with Suspended Shelving	February 2, 2016	748,881 S1
PeakLogix, LLC	Combined Adaptable Storage and Transport Cart With Bumper Feature	February 2, 2016	748,882 S1

Note: PeakLogix, LLC has acquired 50% ownership in the Patents listed above.

PATENT APPLICATIONS

None.