

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILESTONE EQUIPMENT HOLDINGS, LLC		11/19/2021	Limited Liability Company: DELAWARE
CHASSIS FINDER, LLC		11/19/2021	Limited Liability Company: KANSAS
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:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5641053	MILESTONE	
Registration Number:	5641054	MILESTONE	
Registration Number:	5641055		
Registration Number:	5954222	CHASSISFINDER	
Registration Number:	5756754	CHASSIS FINDER	
Registration Number:	5756753		
Registration Number:	5888689	CHASSISFINDER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	JOHN KLINE		
SIGNATURE:	/JOHN KLINE/		

OP \$190.00 5641053

DATE SIGNED:	11/23/2021
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Total Attachments: 6

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TERM TRADEMARK SECURITY AGREEMENT

This TERM TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 19th day of November, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, not in its individual capacity but solely in its capacity as the collateral agent for the Term Secured Parties (as defined in the Guaranty and Security Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the “Term Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Amended and Restated Loan and Security Agreement, dated as of March 26, 2021, (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among MILESTONE EQUIPMENT HOLDINGS, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, and Wells Fargo Equipment Finance, Inc. (“WFEF”), and (ii) (y) that certain Chassis Lease Number 133918, dated as of February 24, 2016 (as amended, restated, supplemented or otherwise modified from time to time), by and among Milestone Equipment Company LLC and WFEF, and (z) that certain Trailer Lease Number 163183, dated as of August 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time) by and among Milestone Trailer Leasing LLC and WFEF, the Term Secured Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the respective terms and conditions thereof; and

WHEREAS, the Term Secured Parties are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Term Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Term Collateral Agent, for the benefit of the Term Secured Parties, that certain Guaranty and Security Agreement, dated as of November 19, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Term Collateral Agent, for the benefit of the Term Secured Parties, this Term 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Term Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to the Term Collateral Agent, for the benefit of the Term Secured Parties, to secure the Term Secured Obligations, a continuing security interest (referred to in this Term Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of such Grantor's U.S. registered Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Term Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Term Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Term Trademark Security Agreement secures the payment of all amounts which constitute part of the Term Secured Obligations and would be owed by Grantors, or any of them, to the Term Collateral Agent, the other Term Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Term Trademark Security Agreement is granted in conjunction with the security interests granted to the Term Collateral Agent, for the benefit of the Term Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Term Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 Term Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain ownership rights to any new Trademarks (except any Trademark that constitutes Excluded Property), the provisions of this Term Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Term Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Term Collateral Agent unilaterally to modify this Term Trademark Security Agreement by supplementing Schedule I to include any such new U.S. issued Trademark registration or application of each Grantor (except any such Trademark that constitutes Excluded Property). Notwithstanding the foregoing, no failure to so modify this Term Trademark Security Agreement or supplement Schedule I shall in any way affect, invalidate or detract from the Term Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Term Trademark Security Agreement is a Term Loan Document. This Term Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Term Trademark Security Agreement. Delivery of an executed counterpart of this Term Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Term Trademark Security Agreement. Any party delivering an executed counterpart of this Term Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Term Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Term Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TERM TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 31 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MILESTONE EQUIPMENT HOLDINGS,
LLC

By: 
Name: Martin Stammer
Title: Executive Vice President and
Chief Financial Officer

CHASSIS FINDER, LLC

By: 
Name: Martin Stammer
Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO TERM TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007504 FRAME: 0427

TERM COLLATERAL AGENT:

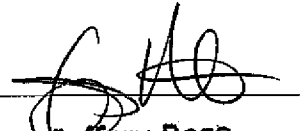
ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**

By: _____

Name:

Title:


Jeffery Rose
Vice President

[SIGNATURE PAGE TO TERM TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007504 FRAME: 0428

SCHEDULE I
to
TERM TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Milestone Equipment Holdings, LLC	MILESTONE	U.S. Registration No. 5641053	1/1/2019
Milestone Equipment Holdings, LLC	(Milestone + Mountain Logo) 	U.S. Registration No. 5641054	1/1/2019
Milestone Equipment Holdings, LLC	Milestone Mountain Logo	U.S. Registration No. 5641055	1/1/2019
Chassis Finder, LLC	CHASSISFINDER (no space)	U.S. Registration No. 5954222	1/7/2020
Chassis Finder, LLC	CHASSIS FINDER (space)	U.S. Registration No. 5756754	5/21/2019
Chassis Finder, LLC	(Chassis Finder Logo) 	U.S. Registration No. 5756753	5/21/2019
Chassis Finder, LLC	(Chassis Finder + Logo) 	U.S. Registration No. 5888689	10/22/2019