

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784426

|   |  |                                      |                       |
|---|--|--------------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                   |                                      |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                |                                      |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                                      |                       |
| <b>Name</b>   | <b>Formerly</b>                                  | <b>Execution Date</b>                | <b>Entity Type</b>    |
| H&E Equipment Services, Inc.  |  | 02/02/2023                           | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                                      |                       |
| <b>Name:</b>  | Wells Fargo Bank, National Association, as Agent |                                      |                       |
| <b>Street Address:</b>  | 1100 Abernathy Road, Suite 1600                  |                                      |                       |
| <b>City:</b>  | Atlanta  |                                      |                       |
| <b>State/Country:</b>   | GEORGIA  |                                      |                       |
| <b>Postal Code:</b>   | 30328  |                                      |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES      |                                      |                       |
| <b>PROPERTY NUMBERS Total: 12</b>   |  |                                      |                       |
| <b>Property Type</b>  | <b>Number</b>                                    | <b>Word Mark</b>                     |                       |
| <b>Registration Number:</b>   | 2806425  | H&E                                  |                       |
| <b>Registration Number:</b>   | 4751269  | H&E EQUIPMENT SERVICES               |                       |
| <b>Registration Number:</b>   | 4751271  | H&E EQUIPMENT SERVICES               |                       |
| <b>Registration Number:</b>   | 6943554  | CONNECT BY H&E RENTALS               |                       |
| <b>Registration Number:</b>   | 6943555  | CONNECT BY H&E RENTALS               |                       |
| <b>Registration Number:</b>   | 6943556  | CONNECT BY H&E RENTALS               |                       |
| <b>Registration Number:</b>   | 6943510  | CONNECT                              |                       |
| <b>Registration Number:</b>   | 6943511  | CONNECT                              |                       |
| <b>Registration Number:</b>   | 6943512  | CONNECT                              |                       |
| <b>Registration Number:</b>   | 6908570  | DIG IT · LOAD IT · LIFT IT · RENT IT |                       |
| <b>Registration Number:</b>   | 6835520  | RENTABILITY                          |                       |
| <b>Serial Number:</b>   | 97158360   | H&E RENTALS                          |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                                      |                       |
| <b>Fax Number:</b>  |  |                                      |                       |
| <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> |  |                                      |                       |
| <b>Email:</b>   | richardsonan@gtlaw.com                           |                                      |                       |
| <b>Correspondent Name:</b>  | Andrew Richardson                                |                                      |                       |
| <b>Address Line 1:</b>  | 3333 Piedmont Road NE                            |                                      |                       |
| <b>Address Line 2:</b>  | Suite 2500                                       |                                      |                       |

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|   |                        |
|---|------------------------|
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30305 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 103274.033000          |
| <b>NAME OF SUBMITTER:</b>   | Andrew Richardson      |
| <b>SIGNATURE:</b>   | /Andrew Richardson/    |
| <b>DATE SIGNED:</b>   | 02/03/2023             |
| <b>Total Attachments: 6</b><br>source=HEES TRADEMARK SECURITY AGREEMENT (Executed 2023.02.02)#page1.tif<br>source=HEES TRADEMARK SECURITY AGREEMENT (Executed 2023.02.02)#page2.tif<br>source=HEES TRADEMARK SECURITY AGREEMENT (Executed 2023.02.02)#page3.tif<br>source=HEES TRADEMARK SECURITY AGREEMENT (Executed 2023.02.02)#page4.tif<br>source=HEES TRADEMARK SECURITY AGREEMENT (Executed 2023.02.02)#page5.tif<br>source=HEES TRADEMARK SECURITY AGREEMENT (Executed 2023.02.02)#page6.tif |                        |

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is dated as of February 2, 2023, by and among the Grantor listed on the signature pages hereof and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

**WHEREAS**, pursuant to that certain Sixth Amended and Restated Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (i) H&E Equipment Services, Inc., a Delaware corporation (“Parent”); (ii) the Subsidiaries of Parent that become parties thereto as Borrowers in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (Parent, together with each such Subsidiary of Parent, each, a “Borrower” and, collectively and jointly and severally, the “Borrowers”); (iii) the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender” and, collectively, the “Lenders”); (iv) Agent; and (v) the joint lead arrangers, joint book runners, syndication agents, and documentation agents party thereto, the Lender Group has agreed to make or issue Loans, Letters of Credit and other certain financial accommodations thereunder;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Third Amended and Restated Guaranty and Security Agreement, dated as of February 2, 2023 (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, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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, 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 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**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (in each case, excluding any Excluded Property) (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule I;
- (b) all Trademark Intellectual Property Licenses to which it is a party;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including 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 Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. 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 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto (except to the extent constituting Excluded Property). Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security 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 Trademark Security Agreement is a Loan Document. This 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 Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or

photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

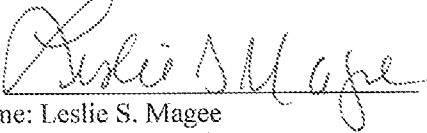
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

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.

GRANTOR:

H&E EQUIPMENT SERVICES, INC.

By: 

Name: Leslie S. Magee


Title: Secretary and Chief Financial Officer

[HEES---TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007960 FRAME: 0297**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**


By:   
Name: Brandi Petrucci  
Title: Director

[HEES—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007960 FRAME: 0298**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| <b>Grantor</b>               | <b>Country</b> | <b>Mark</b>  | <b>Application/<br/>Registration<br/>No.</b> | <b>App/Reg<br/>Date</b> |
|------------------------------|----------------|--|--|-------------------------|
| H&E Equipment Services, Inc. | United States  | <b>H&amp;E</b>   | 2806425                                      | January 20, 2004        |
| H&E Equipment Services, Inc. | United States  | H&E EQUIPMENT SERVICES   | 4751269                                      | June 9, 2015            |
| H&E Equipment Services, Inc. | United States  |  | 4751271                                      | June 9, 2015            |
| H&E Equipment Services, Inc. | United States  | <b>CONNECT</b><br><small>BY H&amp;E SERVICES</small>                               | 6943554<br>6943555<br>6943556                | January 3, 2023         |
| H&E Equipment Services, Inc. | United States  | CONNECT  | 6943510<br>6943511<br>6943512                | January 3, 2023         |
| H&E Equipment Services, Inc. | United States  | DIG IT • LOAD IT • LEFT IT • RENT IT   | 6908570                                      | November 22, 2022       |
| H&E Equipment Services, Inc. | United States  | RENTABILITY  | 6835520                                      | August 30, 2022         |
| H&E Equipment Services, Inc. | United States  | H&E RENTALS  | 97158360                                     | December 6, 2021        |

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