

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795699

<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>
Ritchie Bros. Auctioneers Incorporated		03/20/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank Trust Company, National Association, as Collateral Agent		
<b>Street Address:</b>	555 SW Oak Street		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97204		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3801734	VIRTUAL RAMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>Phone:</b>	2129061209		
<b>Email:</b>	JESS.BAJADA-BARTLETT@LW.COM		
<b>Correspondent Name:</b>	JESSICA BAJADA-BARTLETT		
<b>Address Line 1:</b>	1271 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-1406		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Bartlett		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Bartlett		
<b>DATE SIGNED:</b>	03/20/2023		
<b>Total Attachments: 6</b>			
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Canadian Notes Security and Pledge Agreement dated as of March 20, 2023 (as the same may be amended, amended and restated, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and U.S. Bank Trust Company, National Association, as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligors have granted a continuing security interest in any and all right, title and interest of such Obligors in and to the trademarks and trademark applications shown below to the Collateral Agent for the benefit of the holders of the Secured Obligations:

U.S. REGISTERED TRADEMARKS

<u>Trademark No.</u>	<u>Trademark</u>	<u>Date of Trademark</u>
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See Schedule 1(a) attached hereto

U.S. TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Trademark</u>	<u>Date of Trademark Application</u>
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See Schedule 1(b) attached hereto

*[The remainder of this page is intentionally left blank.]*

This Notice is given in conjunction with and pursuant to the Agreement, and the undersigned Obligors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the trademarks and trademark applications set forth above are set forth in the Agreement. In the event that any provision of this Notice is deemed to conflict with the Agreement, the provisions of the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning set forth for such term in the Agreement.

The undersigned Obligors and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[signature pages follow]

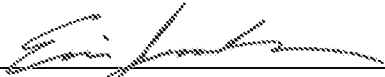
THIS NOTICE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

RITCHIE BROS. AUCTIONEERS  
INCORPORATED,  
a Canadian corporation,  
as Obligor

By:   
Name: Eric Jacobs  
Title: Chief Financial Officer

RITCHIE BROS. AUCTIONEERS  
(CANADA) LTD.,  
a Canadian corporation,  
as Obligor

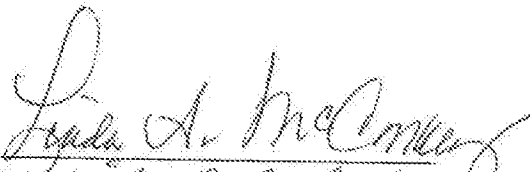
By:   
Name: Eric Jacobs  
Title: President

[Signature page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 008008 FRAME: 0015**

Acknowledged and Accepted:



U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent

By:   
Name: Linda A. McConkey  
Title: Vice President

SCHEDULE 1(a)

U.S. REGISTERED TRADEMARKS

**Ritchie Bros. Auctioneers (Canada) Ltd.:**

<b>Trademark No.</b>	<b>Trademark</b>	<b>Date of Trademark</b>
6050503	LEASEFLEX	5/12/2020
6836072	MOVE BUILD GROW	9/6/2022
5225639	ORANGE BOOK	6/20/2017
5900031	PURCHASEFLEX	11/5/2019
4366671	RB (Stylized) 	7/16/2013
2338492	RB (Stylized) 	4/4/2000
6709197	RB ASSET SOLUTIONS	4/26/2022
4398432	RITCHIE BROS.	9/10/2013
2452408	RITCHIE BROS. AUCTIONEERS	5/22/2001
6829969	RITCHIESPECS	8/30/2022

**Ritchie Bros. Auctioneers Incorporated:**

<b>Trademark No.</b>	<b>Trademark</b>	<b>Date of Trademark</b>
3801734	VIRTUAL RAMP	6/15/2010

SCHEDULE 1(b)

U.S. TRADEMARK APPLICATIONS

None.