

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795713

<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>
SmartEquip, Inc.		03/20/2023	Corporation: DELAWARE
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2714182	SMARTEQUIP	
<b>Registration Number:</b>	3317557	SMARTEQUIP	
<b>Registration Number:</b>	4930555	SMARTEQUIP BE READY	
<b>Registration Number:</b>	3311914	YOUR EQUIPMENT JUST GOT SMARTER	
<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: 7</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 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.

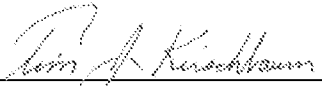
The undersigned Obligors and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not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

[signature pages follow]

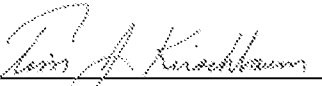
THIS NOTICE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

RITCHIE BROS. AUCTIONEERS  
(AMERICA) INC.,  
a Washington corporation,  
as Obligor  
ROUSE SERVICES LLC,  
a California limited liability company,  
as Obligor

By:   
Name: Timothy Kirschbaum  
Title: Secretary and Treasurer

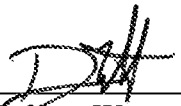
IRONPLANET, INC.,  
a Delaware corporation,  
as Obligor

By:   
Name: Timothy Kirschbaum  
Title: Treasurer

KRUSE ENERGY & EQUIPMENT  
AUCTIONEERS, LLC,  
a Texas limited liability company,  
as Obligor

By:   
Name: Darren Jeffrey Watt  
Title: Manager

SMARTEQUIP, INC.,  
a Delaware corporation,  
as Obligor

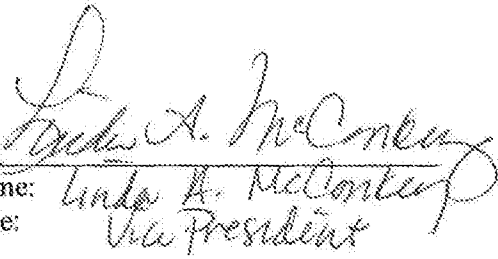
By:   
Name: Darren Jeffrey Watt  
Title: Secretary

[Signature page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 008024 FRAME: 0905**

Acknowledged and Accepted:


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

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

SCHEDULE 1(a)

U.S. REGISTERED TRADEMARKS

**IronPlanet, Inc.:**

<b>Trademark No.</b>	<b>Trademark</b>	<b>Date of Trademark</b>
4701447	GOVPLANET	03/10/15
4482613	TRUCKPLANET	02/11/14
4482522	TRUCKPLANET	02/11/14
3543354	IRONCLAD ASSURANCE	12/09/08
3368570	IRONPLANET	01/15/08
5190168	IRONPLANET LIVESTREAM	04/25/17
5695068	E & Cog Design	03/12/2019
5695070	Checkmark & Gear Design	03/12/2019
5695069	IRON CLAD ASSURANCE & Design	03/12/2019
4249787	SALVAGESALE and Design	11/27/12
6166708	SALVAGESALE	10/06/2020
6099351		07/14/2020
2548587	SALVAGESALE	03/12/2002
3369006	AUCTIONS YOU CAN TRUST	1/15/2008

**Kruse Energy & Equipment Auctioneers, LLC:**

<b>Trademark No.</b>	<b>Description of Trademark Item</b>	<b>Date of Trademark</b>
5970228	KRUSE ENERGY	01/28/2020

**Rouse Services LLC:**

<b>Trademark No.</b>	<b>Description of Trademark Item</b>	<b>Date of Trademark</b>
6067544	R ROUSE and Design	06/02/2020

**SmartEquip, Inc.:**

<b>Trademark No.</b>	<b>Description of Trademark Item</b>	<b>Date of Trademark</b>
2714182	SMARTEQUIP	05/06/2003
3317557	Smartequip Logo	10/23/2007
4930555	SMARTEQUIP BE READY	04/05/2016
3311914	YOUR EQUIPMENT JUST GOT SMARTER	10/16/2007

**Ritchie Bros. Auctioneers (America) Inc.:**

Trademark No.	Description of Trademark Item	Date of Trademark
5373398	PETROWSKY AUCTIONEERS	1/9/2018



SCHEDULE 1(b)

U.S. TRADEMARK APPLICATIONS

None.