

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metric Equipment Sales, Inc.		01/12/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HSBC Bank plc		
Street Address:	Apex Plaza, Forbury Road		
City:	Reading		
State/Country:	UNITED KINGDOM		
Postal Code:	RG1 1AX		
Entity Type:	PLC: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2843000	METRICTEST	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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>			
Phone:	415-659-4814		
Email:	karmellino@reedsmith.com, nklein@reedsmith.com		
Correspondent Name:	Nathaniel C. Klein		
Address Line 1:	101 Second Street, Suite 1800		
Address Line 2:	Reed Smith LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-3659		
ATTORNEY DOCKET NUMBER:	735545.20001		
NAME OF SUBMITTER:	Nathaniel C. Klein		
SIGNATURE:	/Nathaniel C. Klein/		
DATE SIGNED:	01/14/2015		
Total Attachments: 4			
source=HSBC_UK - Grant of Trademark Security Interest by Metric in favor of HSB #page1.tif			
source=HSBC_UK - Grant of Trademark Security Interest by Metric in favor of HSB #page2.tif			
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EXECUTION COPY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS GRANT OF TRADEMARK SECURITY INTEREST, THE SECURITY INTERESTS GRANTED HEREUNDER AND ANY OTHER OBLIGATIONS RELATED THERETO ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF JANUARY 12, 2015, BY AND BETWEEN HSBC BANK USA, NATIONAL ASSOCIATION (THE "SENIOR LENDER"), HSBC BANK PLC AND THE GRANTORS TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). EACH GRANTOR'S REPRESENTATIONS, WARRANTIES, COVENANTS AND OTHER AGREEMENTS CONTAINED HEREIN, THE LIENS AND SECURITY INTERESTS GRANTED HEREUNDER, AND CERTAIN OF THE RIGHTS OF HSBC BANK PLC HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND SENIOR LENDER'S RIGHTS UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) PURSUANT TO THE TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS GRANT OF TRADEMARK SECURITY INTEREST, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, METRIC EQUIPMENT SALES, INC., a California corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, Microlease Inc., a North Carolina corporation (together with Grantor, the "**Borrowers**") have entered into a Security Agreement dated as of January 12, 2015 (said Security Agreement, as supplemented, amended, modified, amended and restated or replaced in writing from time to time, the "**Security Agreement**"), with HSBC Bank plc (the "**Secured Party**"), pursuant to which Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to the Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all registered trade names, trademarks and service marks, and logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including all renewals of trademark and service mark registrations, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**") of Grantor, whether now owned or hereafter acquired by Grantor, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark, service mark and other Trademark; together with (a) all inventions, processes, production methods, proprietary information, know how and trade secrets; (b) all licenses or user or other agreements granted to

Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured, sold or rented; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by Grantor and (g) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the foregoing; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (the "Excluded Trademark Collateral"); provided that at the time any such intent-to-use trademark application matures into an actual use application by Grantor's receipt of written notification from the United States Patent and Trademark Office of its acceptance of either an "Statement Of Use" or "Amendment to Allege Use", the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, such actual use application; provided, however, that "Excluded Trademark Collateral" shall not include (A) any cash proceeds of any Excluded Trademark Collateral referred to above (except to the extent such cash proceeds are deposited in an Excluded Account in accordance with the terms and conditions of such term, as set forth in the Security Agreement), or (B) any noncash proceeds, substitutions or replacements of any Excluded Trademark Collateral referred to above (unless such noncash proceeds, substitutions or replacements would independently constitute Excluded Trademark Collateral referred to in under this paragraph).

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Terms used herein and not otherwise defined herein are used herein as defined in the Security Agreement.

[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of 9 JANUARY, 2014 ¹² ~~2014~~ 2015

Shoo.

METRIC EQUIPMENT SALES, INC.

By: 

Name: Paul Smith

Title: Secretary

(Signature Page to Grant of Trademark Security Interest)

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Metric Equipment Sales, Inc.	METRICTEST (<i>typeset word(s), letter(s), number(s)</i>)	2843000	May 18, 2004