

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EquipmentShare.com Inc.		06/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Greensill Capital (UK) Limited		
Street Address:	One Southampton Street, COVENT GARDEN		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2R 0LR		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87979689	ES TRACK	
Serial Number:	87979456	EQUIPMENTSHARE	
Serial Number:	87808268	ES SERVICE	
Serial Number:	87808255	ES RENTS	
Serial Number:	87808219	ES TRACK	
Serial Number:	87806725	EQUIPMENTSHARE	
CORRESPONDENCE DATA			
Fax Number:	3127068326		
<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:	3127018209		
Email:	mmthomas@mayerbrown.com		
Correspondent Name:	Madelaine M. Thomas		
Address Line 1:	71 South Wacker Drive		
Address Line 2:	Mayer Brown LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20643569		
NAME OF SUBMITTER:	Madelaine M. Thomas		
SIGNATURE:	/Madelaine M. Thomas/		
DATE SIGNED:	06/26/2020		

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2020 (this “Trademark Security Agreement”), is made by and between EquipmentShare.com Inc, a Delaware corporation (the “Grantor”) to and for the benefit of Greensill Capital (UK) Limited, a company incorporated in England (the “Secured Party”).

WHEREAS, the Grantor and Secured Party are party to that certain Receivables Purchase Agreement dated as of June 25, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Receivables Purchase Agreement”);

WHEREAS, the Grantor and Secured Party have entered into a Guarantee and Security Agreement, dated as of June 25, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Secured Party;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a continuing security interest in certain collateral, to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

1. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement and, if not defined in the Security Agreement, shall have the meanings given to them in the Receivables Purchase Agreement.

2. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Secured Party, a security interest in all of Grantor’s right, title and interest in and to (a) trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world, including the trademark registrations and applications listed on Schedule 1 attached hereto (“Trademarks”); (b) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present and future infringement of the Trademarks; and (c) all goodwill associated with the Trademarks (collectively, the “Trademark Collateral”). Notwithstanding anything to the contrary in this Section 2, the Trademark Collateral shall not include any intent-to-use trademark application before the filing of a statement of use or amendment to allege use but only to the extent that the grant of the security interest herein would impair any of Grantor’s rights, title, or interests in and to such intent-to-use application.

3. Representations and Warranties. Grantor exclusively owns, free and clear of all Liens or adverse rights or interests of third parties (except for third party licenses under the Trademark Collateral that have been or are hereafter granted by Grantor to third parties in the ordinary course of Grantor’s business), all right, title, and interest in and to the Trademark Collateral and has the right to use and exploit all Trademark Collateral in the manner currently used or exploited by or on behalf of the Grantor and as necessary for the operation of Grantor’s

business. Grantor has taken all actions reasonable and necessary to maintain and protect the rights of Grantor in and to the trademark registrations and applications listed on Schedule 1. Each of the trademark registrations and applications listed on Schedule 1 is subsisting, valid and enforceable and not presently involved in any legal proceeding in which its scope, validity, ownership, right to use, or enforceability is being contested or challenged, in the United States or any foreign jurisdiction, and all required filings and fees due and related to the trademark registrations and applications listed on Schedule 1 have been timely filed and paid to the relevant governmental entities and authorized registrars. To the knowledge of Grantor, no third party is currently infringing upon, misappropriating, diluting, or otherwise violating, and, to the knowledge of Grantor, no third party has infringed upon, misappropriated, diluted or otherwise violated any of the Trademark Collateral. To its knowledge, Grantor's use of the Trademark Collateral in connection with its business has not and does not infringe upon, violate, misappropriate or dilute any trademarks or other intellectual property rights of any third party.

4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

5. No Assignments. The Grantor shall not assign or delegate (whether by operation of law, merger, consolidation or otherwise) its rights, title, or interests in and to the Trademark Collateral to any other person, in whole or in part, without the prior written consent of the Secured Party. Any assignment or delegation in violation of this Section 5 shall be null and void and of no force and effect. For avoidance of doubt, Grantor may grant licenses to the Trademark Collateral to third parties in the ordinary course of Grantor's business, provided, however, that Grantor shall maintain and exercise control of any third party licensee's use of the Trademark Collateral and ensure that such licensee has set and meets reasonable quality standards for the goods and services offered or sold thereunder so as to maintain the goodwill associated with the licensed Trademark Collateral.

6. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

7. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

8. Authorization to Supplement. If Grantor shall obtain rights to any new registrations or applications for registration of trademarks (including service marks) that are not listed on Schedule 1 attached hereto, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party promptly with respect to any such new trademarks for which Grantor files an application for registration with the

United States Patent and Trademark Office. Without limiting Grantor's obligations under this Section 8, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new registrations or applications for registration of trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all trademarks owned by Grantor, whether or not listed on Schedule 1.

9. Construction. Unless the context of this Trademark Security Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Transaction Document refer to this Trademark Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Transaction Document, as the case may be. Section and schedule references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. Release and Termination. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Security Agreement and Receivables Purchase Agreement have terminated pursuant the express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full and no commitments of the Secured Party which would give rise to any Obligations are outstanding.

11. Binding Effect. This Trademark Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Secured Party, its successors and permitted assigns.

12. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

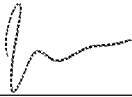
13. GOVERNING LAW; CONSENT TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY ATTORNS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND (II) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO,

ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF ITS PLACE OF RESIDENCE OR DOMICILE.

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IN WITNESS WHEREOF this Agreement has been executed by the Grantor and the Secured Party as of the first date written above.

EQUIPMENTSHARE.COM INC,
as Grantor

By: 

Name: Jabbok Schlacks
Title: CEO

GREENSILL CAPITAL (UK) LIMITED,
as Secured Party

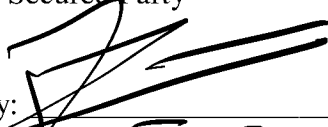
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF this Agreement has been executed by the Grantor and the Secured Party as of the first date written above.

EQUIPMENTSHARE.COM INC,
as Grantor

By: _____
Name:
Title:

GREENSILL CAPITAL (UK) LIMITED,
as Secured Party

By:  _____
Name: Veronica Lank
Title: General Counsel

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK	COUNTRY	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
ES TRACK	United States	87979689	Registered	5755042	5/21/2019	EquipmentShare.com Inc
EQUIPMENTSHARE and Design	United States	87979456	Registered	5738110	4/30/2019	EquipmentShare.com Inc
ES SERVICE	United States	87808268	Allowed			EquipmentShare.com Inc
ES RENTS	United States	87808255	Allowed			EquipmentShare.com Inc
ES TRACK	United States	87808219	Allowed			EquipmentShare.com Inc
EQUIPMENTSHARE and Design	United States	87806725	Allowed			EquipmentShare.com Inc