

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NESCO, LLC		04/01/2021	Limited Liability Company: INDIANA
CTOS, LLC		04/01/2021	Limited Liability Company: DELAWARE
Load King, LLC		04/01/2021	Limited Liability Company: MICHIGAN
Custom Truck One Source, L.P.	FORMERLY Utility One Source GP, LP	04/01/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	900 W Trade St.
Internal Address:	NC1-026-06-09 (MacLegal)
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5533769	B
Registration Number:	5533765	BETHEA
Registration Number:	5507303	NESCO SPECIALTY RENTALS
Registration Number:	5507299	NESCO SPECIALTY RENTALS
Registration Number:	4771329	NESCO RENTALS
Registration Number:	4758460	NESCO RENTALS
Registration Number:	5645267	LOAD KING BY CUSTOM TRUCK 1 SOURCE
Registration Number:	5629469	1
Registration Number:	5624193	1 CUSTOM TRUCK ONE SOURCE
Registration Number:	5639658	CUSTOM TRUCK 1 SOURCE
Registration Number:	5639657	CUSTOM TRUCK 1 SOURCE
Registration Number:	5624192	CUSTOM TRUCK ONE SOURCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5634556	LOAD KING
Registration Number:	6059395	VOYAGER
Registration Number:	5263682	UTILITY 1 SOURCE
Registration Number:	6025265	STINGER

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation System

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/02/2021

Total Attachments: 6
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ABL TRADEMARK SECURITY AGREEMENT

ABL TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain U.S. ABL Security Agreement, dated as of April 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this ABL Trademark Security Agreement (this “Trademark Security Agreement”).

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

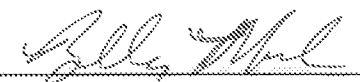
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

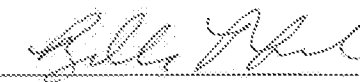
NESCO, LLC,
as a Grantor

By: 
Name: Bradley Meader
Title: Chief Financial Officer

CTOS, LLC
LOAD KING, LLC,
each as a Grantor

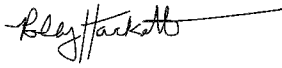
By: 
Name: Bradley Meader
Title: Vice President - Finance

CUSTOM TRUCK ONE SOURCE, L.P., by its general
partner, UTILITY ONE SOURCE GP, L.L.C.,
as a Grantor

By: 
Name: Bradley Meader
Title: Vice President - Finance

Accepted and Agreed:





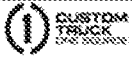
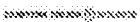
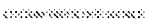
BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____

Name: Polly Hackett
Title: SVP

SCHEDULE I
to
ABL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NESCO, LLC	5533769	
NESCO, LLC	5533765	BETHEA
NESCO, LLC	5507303	
NESCO, LLC	5507299	NESCO SPECIALTY RENTALS
NESCO, LLC	4771329	
NESCO, LLC	4758460	NESCO RENTALS
CTOS, LLC	5645267	
CTOS, LLC	5629469	
CTOS, LLC	5624193	
CTOS, LLC	5639658	
CTOS, LLC	5639657	
CTOS, LLC	5624192	
CTOS, LLC	5634556	
CTOS, LLC	6059395	VOYAGER
Custom Truck One Source, L.P. (f/k/a UTILITY ONE SOURCE L.P.)	5263682	UTILITY 1 SOURCE
Load King, LLC	6,025,265	STINGER

Trademark Applications:

None.