

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670870

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900637470

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EquipmentShare.com Inc		08/17/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HPS Investment Partners, LLC
Street Address:	40 West 57th Street
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87806725	EQUIPMENTSHARE
Serial Number:	87808255	ES RENTS
Serial Number:	87979689	ES TRACK
Serial Number:	87808219	ES TRACK
Serial Number:	87979456	EQUIPMENTSHARE
Serial Number:	88946779	EQUIPMENTSHARE
Serial Number:	90321299	TRACK CLOUD
Serial Number:	90354348	RAPID RENTS
Serial Number:	90354313	CENTS
Serial Number:	90644500	T3

CORRESPONDENCE DATA

Fax Number:

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.

Email: mmarsh@orrick.com, ipprosecution@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE, LLP

Address Line 1: 2050 MAIN ST., SUITE 1100

Address Line 2: IP PROSECUTION DEPT.

TRADEMARK

Address Line 4:	IRVINE, CALIFORNIA 34313
ATTORNEY DOCKET NUMBER:	34251.0033
NAME OF SUBMITTER:	Michelle M. Marsh
SIGNATURE:	/Michelle M. Marsh/
DATE SIGNED:	08/27/2021
Total Attachments: 6 source=EquipmentShare - Trademark Security Agreement#page1.tif source=EquipmentShare - Trademark Security Agreement#page2.tif source=EquipmentShare - Trademark Security Agreement#page3.tif source=EquipmentShare - Trademark Security Agreement#page4.tif source=EquipmentShare - Trademark Security Agreement#page5.tif source=EquipmentShare - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by EquipmentShare.com Inc., a Delaware corporation (the “**Grantor**”) in favor of HPS Investment Partners, LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, corporate names, company names, trade styles, trade dress, business names, fictitious business names and similar source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration, pending and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office and other like trademark offices throughout the world record this Agreement.

SECTION 5. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

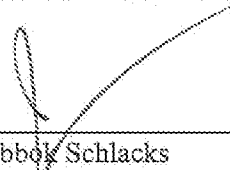
SECTION 6. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EQUIPMENTSHARE.COM INC, as Grantor

By: 
Name: Jabbo Schlacks
Title: Chief Executive Officer

Acknowledged and Agreed:

**HPS INVESTMENT PARTNERS, LLC, as
Administrative Agent**

By: _____

Name: Vikas Keswani

Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007398 FRAME: 0289**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark	Country	Class	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
EQUIPMENTSHARE and Design	United States	9	87/806,725	02/22/2018	n/a	n/a	Allowed
ES RENTS	United States	42	87/808,255	02/23/2018	n/a	n/a	Allowed
ES TRACK	United States	42	87/979,689	02/23/2018	5,755,042	05/21/2019	Registered
ES TRACK	United States	9	87/808,219	02/23/2018	n/a	n/a	Allowed
EQUIPMENTSHARE and Design	United States	42	87/979,456	02/22/2018	5,738,110	04/30/2019	Registered
EQUIPMENTSHARE and Design (Horizontal)	United States	42	88/946,779	06/03/2020	6,280,667	03/02/2021	Registered
TRACK CLOUD	United States	9, 42	90/321,299	11/16/2020	n/a	n/a	Pending
EQUIPMENTSHARE and Design (Horizontal)	Canada	42	2065555	11/20/2020	n/a	n/a	Pending
EQUIPMENTSHARE and Design (Horizontal)	New Zealand	42	1164799	11/23/2020	1164799	06/03/2020	Registered
EQUIPMENTSHARE and Design (Horizontal)	Australia	42	2138009	11/23/2020	2138009	11/23/2020	Registered
RAPID RENTS	United States	37	90/354,348	12/02/2020	n/a	n/a	Pending
CENTS	United States	9	90/354,313	12/02/2020	n/a	n/a	Pending
T3	United States	9, 42	90/644,500	04/15/2021	n/a	n/a	Pending

Schedule A

4164-7275-4736

RECORDED: 08/17/2021

TRADEMARK
REEL: 007398 FRAME: 0290