

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809000

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EQUIPMENTSHARE.COM INC		05/09/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97655478	EQUIPMENTSHARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402700		
<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>	8602402755		
<b>Email:</b>	derek.wayne@morganlewis.com		
<b>Correspondent Name:</b>	Derek Wayne		
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 2:</b>	One State Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Derek Wayne		
<b>SIGNATURE:</b>	/s/ Derek Wayne		
<b>DATE SIGNED:</b>	05/09/2023		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is dated as of May 9, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CAPITAL ONE, NATIONAL ASSOCIATION (“Capital One”), in its capacity as administrative agent for each member of the Lender Group and benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

## WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of Credit Agreement, dated as of August 17, 2021 (as amended by that certain First Amendment to Credit Agreement, dated as of December 23, 2021, as further amended by that certain Second Amendment to Credit Agreement, dated as of April 11, 2022, as further amended by that certain Third Amendment to Credit Agreement, dated as of July 29, 2022, and as further amended, amended and restated, supplemented, extended, or otherwise modified from time to time prior to the effectiveness of this Amendment, the “Existing Credit Agreement”; the Existing Credit Agreement, as amended by this Amendment, is referred to herein as the “Credit Agreement”), by and among EQUIPMENTSHARE.COM INC, a Delaware corporation (“Company”), certain of its subsidiaries that are parties thereto from time to time as “Borrowers” (Company and such subsidiaries, each, individually, a “Borrower” and, collectively, the “Borrowers”), the Agent, and the financial institutions that are parties thereto from time to time as lenders (each, a “Lender” and, collectively, the “Lenders”), the Lender Group has agreed to make or issue Loans, Letters of Credit and other certain financial accommodations thereunder;

**WHEREAS**, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of August 17, 2021 (including all annexes, exhibits or schedules thereto, as amended by that certain Amended and Restated Security Agreement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

**WHEREAS**, the Grantors have developed additional U.S. Trademark registrations and applications and pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the

rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (in each case, excluding any Excluded Property) (collectively, the "Trademark Collateral"):

(a) all of such Grantor's U.S. Trademark registrations and applications, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized thereby; and

(c) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing, including the right to receive any damages, or (ii) injury to the goodwill associated with the foregoing.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control to the extent of the inconsistency.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed

counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**EQUIPMENTSHARE.COM INC**

By: 

Name: William Schlacks

Title: President

**AGENT:**

**CAPITAL ONE, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**EQUIPMENTSHARE.COM INC**

By: \_\_\_\_\_

Name:

Title:

**AGENT:**

**CAPITAL ONE, NATIONAL ASSOCIATION**

By:  \_\_\_\_\_

Name: Julianne Low

Title: Senior Director

[EQS - Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008065 FRAME: 0773**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
EquipmentShare.com Inc	EQUIPMENTSHARE	97655478	October 31, 2022