

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI171495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELECTRO RENT CORPORATION		12/15/2023	Corporation: CALIFORNIA
INTELLIGENT TEST INVESTMENTS, INC.		12/15/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	7136370	MYER	
Registration Number:	7136299	MY ER	
Registration Number:	7118780	ER ELECTRO RENT	
Registration Number:	7110975	INTELLIRENT	
Registration Number:	7110974	INTELLIRENT	
Registration Number:	7110950	RUSH COMPUTER RENTALS	
Registration Number:	7052816	ER ELECTRO RENT	
Registration Number:	7025439	ER ELECTRO RENT	
Registration Number:	6590642	RUSH COMPUTER RENTALS	
Registration Number:	5677521	ELECTRO RENT	
Registration Number:	5672152	ER ELECTRO RENT CORPORATION	
Registration Number:	5390679	ELECOR	
Registration Number:	2843000	METRICTEST	
Serial Number:	97318878	ELECTRO RENT	
Serial Number:	97320280	ER ELECTRO RENT	
Serial Number:	97322010	ELECTRO RENT	

CH \$490.00.00 97387315

Property Type	Number	Word Mark
Serial Number:	97330431	ER ELECTRO RENT
Serial Number:	97330439	ER ELECTRO RENT
Serial Number:	97356836	ER ELECTRO RENT CORPORATION

CORRESPONDENCE DATA

Fax Number: 4154391500

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: 4154391318

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: 555 California Street

Address Line 2: Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	38725-1095
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	Maria Banda
DATE SIGNED:	04/17/2024

Total Attachments: 8
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Trademark Security Agreement

Trademark Security Agreement, dated as of December 15, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of ALTER DOMUS (US) LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (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 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) Trademarks 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, if 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 law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

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 Trademarks 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 payment in full of the Obligations and termination of the Security Agreement, 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 Trademarks 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.

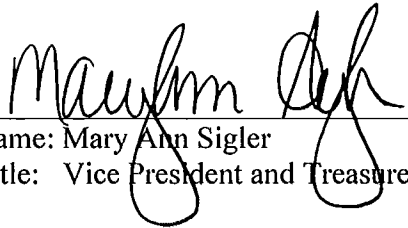
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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,

ELECTRO RENT CORPORATION

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer *CRS*

INTELLIGENT TEST INVESTMENTS, INC.

By: _____
Name: Gregory Wilkinson
Title: Authorized Signatory


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,

ELECTRO RENT CORPORATION


By: _____
Name: Mary Ann Sigler
Title: Vice President and Treasurer

INTELLIGENT TEST INVESTMENTS, INC.

By:  _____
Name: Gregory Wilkinson
Title: Authorized Signatory

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent







By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008402 FRAME: 0401




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Electro Rent Corporation	7136370	MYER
Electro Rent Corporation	7136299	MY ER and Design 
Electro Rent Corporation	7118780	ER ELECTRO RENT and Design 
Electro Rent Corporation	7110975	INTELLIRENT (Stylized) intellirent
Electro Rent Corporation	7110974	INTELLIRENT
Electro Rent Corporation	7110950	RUSH COMPUTER RENTALS and Design 
Electro Rent Corporation	7052816	ER ELECTRO RENT and Design 
Electro Rent Corporation	7,025,439	ER ELECTRO RENT and Design 
Electro Rent Corporation DBA RUSH Computer Rentals	6,590,642	RUSH COMPUTER RENTALS
Electro Rent Corporation	5,677,521	ELECTRO RENT
Electro Rent Corporation	5,672,152	ER ELECTRO RENT CORPORATION and Design 

INTELLIGENT TEST INVESTMENTS, INC.	5390679	ELECOR
Metric Equipment Sales, Inc.	2843000	METRICTEST

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Electro Rent Corporation	97/318,878	ELECTRO RENT
Electro Rent Corporation	97/320,280	ER ELECTRO RENT and Design 
Electro Rent Corporation	97/322,010	ELECTRO RENT
Electro Rent Corporation	97/330,431	ER ELECTRO RENT and Design 
Electro Rent Corporation	97/330,439	ER ELECTRO RENT and Design 
Electro Rent Corporation	97/356,836	ER ELECTRO RENT CORPORATION and Design 