

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI185479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EquipmentShare.com Inc.		04/16/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Citibank, N.A., as Notes Collateral Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87979689	ES TRACK	
Serial Number:	87979456	EQUIPMENTSHARE	
Serial Number:	88946779	EQUIPMENTSHARE	
Serial Number:	90354348	RAPID RENTS	
Serial Number:	90644500	T3	
Serial Number:	97655478	EQUIPMENTSHARE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	(202)835-7507		
Email:	JRamos@milbank.com,DCIP@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	30045.00573		
NAME OF SUBMITTER:	JAVIER RAMOS		
SIGNATURE:	JAVIER RAMOS		
DATE SIGNED:	05/03/2024		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is dated as of April 16, 2024, by and among **EQUIPMENTSHARE.COM INC** (“Grantor”), and **CITIBANK, N.A.** (“Citi”), in its capacity as notes collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns, “Agent”).

W I T N E S S E T H:

WHEREAS, Grantor has entered into the Security Agreement, dated as of April 16, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor and the Agent, among others, in order to induce the purchasers to purchase the Securities as provided for in the Second Lien Documents (as defined in the ABL Intercreditor Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is 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, 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 Security Agreement or, if not defined therein, in the Second Lien Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.01 of the Second Lien Indenture, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Secured Party and subject to the Intercreditor Agreements, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of 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 Assets) (collectively, the “Trademark Collateral”):

(a)all of 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 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 Grantor 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 or Liquidation Proceeding involving 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 Security Agreement. 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 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 Security Agreement, the Security Agreement shall control to the extent of the inconsistency.

5. RIGHTS OF AGENT. Agent shall possess the rights, powers, privileges, protections, benefits, indemnities and immunities that it possesses as Notes Collateral Agent under the Second Lien Indenture.

6. COUNTERPARTS. This Trademark Security Agreement is an Indenture 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.

7. 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 SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests granted pursuant to this Trademark Security Agreement and the exercise of certain rights or and remedies with respect thereto are subject to the provisions of each Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of the applicable Intercreditor Agreement shall govern and control; provided, that, in the event of any conflict between the terms of the ABL Intercreditor Agreement and the Second Lien Intercreditor Agreement with respect to a particular term of this Trademark Security Agreement, the ABL Intercreditor Agreement shall govern and control.

[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.

GRANTOR:

EQUIPMENTSHARE.COM INC

DocuSigned by:
Equipment Share - Jabbok
By: _____
Name: Jabbok Schlacks
Title: Chief Executive Officer

AGENT:

CITIBANK, N.A.

By: 



Name:

Keri-anne Marshall

Title:

Senior Trust Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner
ES TRACK	87/979,689	02/23/2018	5,755,042	05/21/2019	EquipmentShare.com Inc.
	87/979,456	02/22/2018	5,738,110	04/30/2019	EquipmentShare.com Inc.
 EquipmentShare	88/946,779	06/03/2020	6,280,667	03/02/2021	EquipmentShare.com Inc.
RAPID RENTS	90/354,348	12/02/2020	6816585	08/09/2022	EquipmentShare.com Inc.
T3	90/644,500	04/14/2021	n/a	n/a	EquipmentShare.com Inc.
EQUIPMENTSHARE	97/655,478	10/31/22	n/a	n/a	EquipmentShare.com Inc.