

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		First Lien Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RSC Equipment Rental, Inc.		07/01/2009	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG, New York Branch, as U.S. Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3353413	FIVE S	
<b>Registration Number:</b>	3403076	RSC	
<b>Registration Number:</b>	3313502	RSC EQUIPMENT RENTAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	064399-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$90.00 3353413

Signature:	/Jean Paterson/
Date:	07/13/2009
<b>Total Attachments: 6</b> source=7-13-09 RSC Equipment Rental-TM#page1.tif source=7-13-09 RSC Equipment Rental-TM#page2.tif source=7-13-09 RSC Equipment Rental-TM#page3.tif source=7-13-09 RSC Equipment Rental-TM#page4.tif source=7-13-09 RSC Equipment Rental-TM#page5.tif source=7-13-09 RSC Equipment Rental-TM#page6.tif	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

RSC Equipment Rental, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Arizona  
 Other \_\_\_\_\_

Citizenship (see guidelines) Arizona, USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Deutsche Bank AG, New York Branch, as U.S.

Internal Address: Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship USA -New York  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 07/01/2009

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other First Lien Trademark Security Agmt

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
 See Schedule A

B. Trademark Registration No.(s)  
 See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Sakina Karkat

Internal Address: \_\_\_\_\_

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3365

Fax Number: 212.378.2730

Email Address: skarkat@cabill.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

June 7, 2009

Date

Sakina Karkat

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

SUPPLEMENTAL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS

This Supplemental Notice and Confirmation of Grant of Security Interest in Trademarks (this "Confirmation") is made as of July 1, 2009 by and between RSC Equipment Rental, Inc. (f/k/a Rental Service Corporation), an Arizona corporation (the "Grantor") with principal offices at 6929 East Greenway Parkway, Suite 200, Scottsdale, AZ 85254, and DEUTSCHE BANK AG, NEW YORK BRANCH, as U.S. Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee") to supplement that certain Notice and Confirmation of Grant of Security Interest in Trademarks dated as of November 27, 2006 among Grantor and Grantee. Grantor hereby confirms the grant to Grantee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a security interest in (i) all of the Grantor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein), and any renewals thereof, including, without limitation, each registration and application identified in Schedule A hereto, and including, without limitation, (ii) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all other rights corresponding thereto

and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers (collectively, the "Marks").

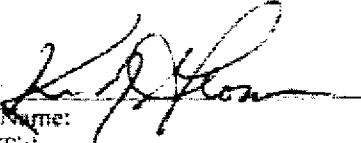
This Supplemental Confirmation is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the U.S. Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 27, 2006 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Guarantee and Collateral Agreement"). Upon the termination of the U.S. Guarantee and Collateral Agreement pursuant to Section 9.16 of that agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Supplemental Confirmation is granted to the Grantee under the U.S. Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the U.S. Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Confirmation are deemed to conflict with the U.S. Guarantee and Collateral Agreement, the provisions of the U.S. Guarantee and Collateral Agreement shall govern in all respects.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the parties hereto have duly executed  
this Supplemental Notice and Confirmation of Grant of Security Interest in  
Trademarks as of the day and year first above written.

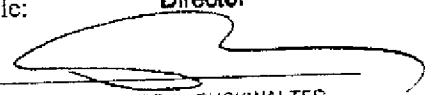
RSC EQUIPMENT RENTAL, INC.  
(f/k/a Rental Service Corporation)

By   
Name:  
Title:

[SUPPLEMENTAL IP NOTICE - TRADEMARKS (FIRST LIEN)]

DEUTSCHE BANK AG, NEW YORK  
BRANCH, as U.S. Collateral Agent and  
Grantee

By   
Name: William Marder  
Title: Director

By   
Name: RICHARD L. BUCKWALTER  
Title: DIRECTOR

[Supplemental IP Notice- Trademarks (First Lien)]

Schedule A

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Owner of Record</b>
FIVE S (and DESIGN)	78599527	3/31/2005	3353413	12/11/2007	Registered 12/11/2007	RSC
RSC	78654302	6/20/2005	3403076	3/25/2008	Registered 3/25/2008	RSC
RSC EQUIPMENT RENTAL	78492574	9/30/2004	3313502	10/16/2007	Registered 10/16/2007	RSC