

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSC Equipment Rental, Inc.		07/01/2009	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3353413	FIVE S	
Registration Number:	3403076	RSC	
Registration Number:	3313502	RSC EQUIPMENT RENTAL	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	064399-10		
NAME OF SUBMITTER:	Jean Paterson		

CH \$90.00 3353413

900138469

**TRADEMARK
 REEL: 004023 FRAME: 0395**

Signature:	/Jean Paterson/
Date:	07/13/2009
Total Attachments: 6 source=7-13-09 RSC Equipment Rental 2nd-TM#page1.tif source=7-13-09 RSC Equipment Rental 2nd-TM#page2.tif source=7-13-09 RSC Equipment Rental 2nd-TM#page3.tif source=7-13-09 RSC Equipment Rental 2nd-TM#page4.tif source=7-13-09 RSC Equipment Rental 2nd-TM#page5.tif source=7-13-09 RSC Equipment Rental 2nd-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

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 Second 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@cahill.com

6. Total number of applications and registrations involved:

3

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

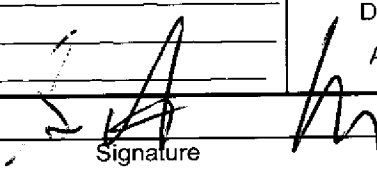
- Authorized to be charged to deposit account
 Enclosed

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENTAL NOTICE AND CONFIRMATION OF GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARKS

This Supplemental Notice and Confirmation of Grant of Second Lien 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 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 second lien 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 l(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 l(c) and l(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").

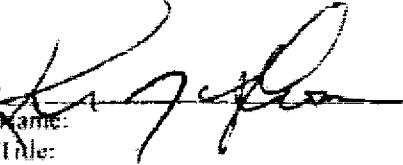
This Supplemental Confirmation is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 27, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Guarantee and Collateral Agreement"). Upon the termination of the 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 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 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 Guarantee and Collateral Agreement, the provisions of the 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 Second Lien Security
Interest in Trademarks as of the day and year first above written.

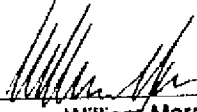
RSC EQUIPMENT RENTAL, INC.
(f/k/a Rental Service Corporation)

By 
Name:
Title:

[SUPPLEMENTAL IP NOTICE - TRADEMARKS (SECOND LIEN)]

TRADEMARK
REEL: 004023 FRAME: 0400

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

By 
Name: **William Marder**
Title: **Director**

By 
Name: **RICHARD L. BUCKWALTER**
Title: **DIRECTOR**

[Supplemental IP Notice- Trademark (Second Lien)]

TRADEMARK
REEL: 004023 FRAME: 0401

Schedule A

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner of Record
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