

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**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 Note 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: 13**

Property Type	Number	Word Mark
Registration Number:	3219696	BRAND ON COMMAND
Registration Number:	3147687	RENT OUR EQUIPMENT CUT YOUR COSTS
Registration Number:	3191151	RENT OUR EQUIPMENT...RAISE YOUR PROFITS
Registration Number:	3249167	RSC
Registration Number:	2264049	RSC
Registration Number:	3136868	RSC EQUIPMENT RENTAL
Registration Number:	3111367	RSC ONLINE
Registration Number:	2028379	RSC RENTAL SERVICE CORPORATION
Registration Number:	3217309	RSC'S BRAND ON COMMAND
Registration Number:	2850473	TOTAL CONTROL
Registration Number:	3353413	FIVE S
Registration Number:	3403076	RSC
Registration Number:	3313502	RSC EQUIPMENT RENTAL

**CORRESPONDENCE DATA**

**900138470**

**TRADEMARK  
 REEL: 004023 FRAME: 0403**

**CH \$340.00 3219696**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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:	064399-020
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	07/13/2009

Total Attachments: 6  
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### 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

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

Execution Date(s) 07/01/2009

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Deutsche Bank AG, New York Branch, as Note

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)

**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:**

13

**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:

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

COLLATERAL AGREEMENT

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS

This 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., 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 Note Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "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 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").

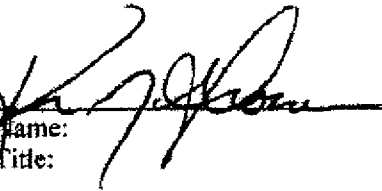
This Confirmation is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Collateral Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of July 1, 2009 (as amended, modified, restated and/or supplemented from time to time, the "Collateral Agreement"). Upon the termination of the Collateral Agreement pursuant to Section 7.15 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 Confirmation is granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmation are deemed to conflict with the Collateral Agreement, the provisions of the 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 Notice and Confirmation of Grant of Security Interest in Trademarks as of the  
day and year first above written.

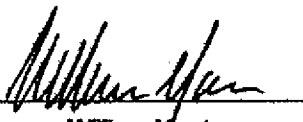
RSC EQUIPMENT RENTAL, INC.

By:   
Name:  
Title:

[IP NOTICE - TRADEMARKS]

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

By   
Name: RICHARD L. BUCKWALTER  
Title: DIRECTOR

By   
Name: William Marder  
Title: Director

[IF NOTICE - TRADEMARKS]

Schedule A

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BRAND ON COMMAND	78757357	11/18/2005	3219696	3/20/2007
RENT OUR EQUIPMENT CUT YOUR COSTS	78570582	2/18/2005	3147687	9/26/2006
RENT OUR EQUIPMENT... RAISE YOUR PROFITS	78560196	2/3/2005	3191151	1/2/2007
RSC	78795158	1/19/2006	3249167	6/5/2007
RSC (and Design)	75319879	7/7/1997	2264049	7/27/1999
RSC EQUIPMENT RENTAL	78492564	9/30/2004	3136868	8/29/2006
RSC ONLINE	78534413	12/17/2004	3111367	7/4/2006
RSC RENTAL SERVICE CORPORATION (and Design)	74709781	8/1/1995	2028379	1/7/1997
RSC'S BRAND ON COMMAND	78757380	11/18/2005	3217309	3/13/2007
TOTAL CONTROL	76510869	4/30/2003	2850473	6/8/2004
FIVE S (and Design)	78599527	3/31/2005	3353413	12/11/2007
RSC	78654302	6/20/2005	3403076	3/25/2008
RSC EQUIPMENT RENTAL	78492574	9/30/2004	3313502	10/16/2007