

TO:TIMOTHY FRANKLIN COMPANY:599 LEXINGTON AVENUE

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

03/26/2010  
 900158172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNITED RENTALS, INC.		08/09/2008	CORPORATION: DELAWARE
UNITED RENTALS (NORTH AMERICA), INC.		08/09/2008	CORPORATION: DELAWARE
UNITED RENTALS GULF, INC.		08/09/2008	CORPORATION: DELAWARE
UNITED RENTALS NORTHWEST, INC.		08/09/2008	CORPORATION: OREGON
UNITED RENTALS (DELAWARE), INC.		08/09/2008	CORPORATION: DELAWARE
UNITED RENTALS FINANCING LIMITED PARTNERSHIP		08/09/2008	LIMITED PARTNERSHIP: DELAWARE
UNITED EQUIPMENT RENTALS GULF, L.P.		08/09/2008	LIMITED PARTNERSHIP: TEXAS
UNITED RENTALS SOUTHEAST, INC.		08/09/2008	CORPORATION: DELAWARE
UNITED RENTALS SOUTHEAST HOLDING LLC		08/09/2008	LIMITED LIABILITY COMPANY: GEORGIA
UNITED RENTALS SOUTHEAST, L.P.		08/09/2008	LIMITED PARTNERSHIP: GEORGIA
INFOMANAGER, INC.		08/09/2008	CORPORATION: TEXAS
WYNNE SYSTEMS, INC.		08/09/2008	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	200 GLASTONBURY BOULEVARD
<b>Internal Address:</b>	C/O BANK OF AMERICA BUSINESS CAPITAL
<b>City:</b>	GLASTONBURY
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06033
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 13

700433470

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CH 004180 700433470

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Property Type	Number	Word Mark
Serial Number:	78844152	CONSIDER IT DONE
Registration Number:	1758825	INFOMANAGER
Registration Number:	2897007	L'EQUIPMENT QU'IL VOUS FAUT. NOUS L'AVONS!
Serial Number:	77315890	RENTAL MANAGER
Serial Number:	77314490	RENTALMAN
Registration Number:	2419254	THE RIGHT EQUIPMENT. RIGHT NOW!
Registration Number:	2410275	THE UNDERGROUND EQUIPMENT SPECIALIST
Registration Number:	2478091	UNITED RENTALS
Registration Number:	2408720	
Serial Number:	77315951	UNITED RENTALS EL EQUIPO ADECUADO. AL MOMENTO!
Registration Number:	2497914	URDATA
Registration Number:	1735288	US RENTALS
Registration Number:	2813339	VERTICADE

## CORRESPONDENCE DATA

Fax Number: (848)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-848-4455  
 Email: jlik@shearman.com  
 Correspondent Name: Timothy Franklin  
 Address Line 1: 599 Lexington Avenue  
 Address Line 2: Shearman & Sterling LLP  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 3232/609

NAME OF SUBMITTER: TIMOTHY FRANKLIN

Signature: /TIMOTHY FRANKLIN/

Date: 03/26/2010

## Total Attachments: 13

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EXECUTION COPY

**U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*U.S. IP Security Agreement*") dated June 9, 2008, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A., ("*Bank of America*"), as agent (the "*Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, United Rentals, Inc., (North America), a Delaware corporation, has entered into a Credit Agreement dated as of June 9, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Agent, U.S. Swingline Lender and Letter of Credit Issuer, Canadian Swingline Lender (acting through its Canada Branch) and as a Canadian Funding Bank, UBS Securities LLC, as Syndication Agent, UBS AG Canada Branch, as a Canadian Funding Bank, Wachovia Bank, National Association, as Documentation Agent, Wachovia Capital Finance Corporation (Canada) as a Canadian Funding Bank, United Rentals, Inc., a Delaware corporation, ("*Holdings*"), the U.S. Subsidiary Borrowers, United Rentals of Canada, Inc., a company formed under the federal laws of Canada ("*URC*"), United Rentals Alberta Holding LP ("*URA*" and, together with URC, the "*Canadian Borrowers*"), United Rentals Financing Limited Partnership, a Delaware partnership (the "*Specified Loan Borrower*"), the Guarantors and the Lenders party thereto; terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, as a condition precedent to the making of the Loans, the issuance of Letters of Credit by any Letter of Credit Issuer and Lenders' willingness to extend other financial accommodations under the Credit Agreement, each Grantor has executed and delivered that certain U.S. Security Agreement dated June 9, 2008 made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*U.S. Security Agreement*");

WHEREAS, under the terms of the U.S. Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this U.S. IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- (A) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

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TO: TIMOTHY FRANKLIN COMPANY: 599 LEXINGTON AVENUE

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this U.S. IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this U.S. IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this U.S. IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This U.S. IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

TO: TIMOTHY FRANKLIN COMPANY; 599 LEXINGTON AVENUE

**SECTION 5. Grants, Rights and Remedies.** This U.S. IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. Additional Grantors.** Upon the execution and delivery by any Person of an Intellectual property security agreement supplement in substantially the form of Exhibit A hereto (each a "*IP Security Agreement Supplement*"), such Person shall be referred to as an "*Additional Grantor*" and shall be and become a Grantor hereunder, and each reference in this Agreement and the other Loan Documents to "Grantor" shall also mean and be a reference to such Additional Grantor, each reference in this Agreement and the other Loan Documents to the "Collateral" shall also mean and be a reference to the Collateral granted by such Additional Grantor and each reference in this Agreement to a Schedule shall also mean and be a reference to the schedules attached to such IP Security Agreement Supplement.

**SECTION 7. Governing Law.** This U.S. IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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TO:TIMOTHY FRANKLIN COMPANY:599 LEXINGTON AVENUE

IN WITNESS WHEREOF, each Grantor has caused this U.S. IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

UNITED RENTALS, INC., as Holdings

By: [Signature]  
Name: Irene Mostouris  
Title: Vice President-Treasurer

UNITED RENTALS (NORTH AMERICA), INC., as Borrower

By: [Signature]  
Name: Irene Mostouris  
Title: Vice President-Treasurer

UNITED RENTALS GULF, INC.

By: [Signature]  
Name: Irene Mostouris  
Title: Vice President-Treasurer

UNITED RENTALS NORTHWEST, INC.

By: [Signature]  
Name: Irene Mostouris  
Title: Vice President-Treasurer

UNITED RENTALS (DELAWARE), INC.

By: [Signature]  
Name: Irene Mostouris  
Title: Vice President-Treasurer

Signature Page to U.S. IP Security Agreement

TO: TIMOTHY FRANKLIN COMPANY: 599 LEXINGTON AVENUE

UNITED RENTALS FINANCING  
LIMITED PARTNERSHIP

By its General Partner, UNITED RENTALS  
OF NOVA SCOTIA (NO. 1), ULC

By: 

Name: Brona Moshouris  
Title: Vice President-Treasurer

UNITED EQUIPMENT RENTALS GULF,  
L.P.

By its General Partner, UNITED RENTALS  
(NORTH AMERICA), INC.

By: 

Name: Brona Moshouris  
Title: Vice President-Treasurer

UNITED RENTALS SOUTHEAST, INC.

By: 

Name: Brona Moshouris  
Title: Vice President-Treasurer

UNITED RENTALS SOUTHEAST  
HOLDING LLC

By its Managing Member, UNITED  
RENTALS (NORTH AMERICA),  
INC.

By: 

Name: Brona Moshouris  
Title: Vice President-Treasurer

Signature Page to U.S. IP Security Agreement




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UNITED RENTALS SOUTHEAST, L.P.


By its General Partner, UNITED RENTALS  
(NORTH AMERICA), INC.

By:   
Name: Weso Mochowski  
Title: Vice President-Treasurer

INFOMANAGER, INC.

By:   
Name: Weso Mochowski  
Title: Vice President-Treasurer

WYNNE SYSTEMS, INC.

By:   
Name: Weso Mochowski  
Title: Vice President-Treasurer

Signature Page to U.S. IP Security Agreement

TO:TIMOTHY FRANKLIN COMPANY:599 LEXINGTON AVENUE

AGENT

BANK OF AMERICA, N.A.

By:



Name: CYNTHIA G. STANNARD

Title: SR. VICE PRESIDENT

Address: c/o Bank of America Business  
Capital  
200 Glastonbury Boulevard  
Glastonbury, CT 06033  
Mail Code CT2-545-01-05

Attn: Cynthia Stannard

Telecopy No.: (860) 657-7750

Signature Page to U.S. IP Security Agreement

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**Schedule A to the  
U.S. IP Security Agreement**

**PATENTS**

None.

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**Schedule B to the  
U.S. IP Security Agreement**

**TRADEMARKS**

Trademark	App Number	Reg Number	Status	Country	FIDate	Reg Date	Next Renewal	Class	Owner
CONSIDER IT DONE	78/844,152	Pending	Pending- Not of Sub.	USA	23-Mar-2006			37	UNITED RENTALS, INC.
INFOMANAGER	74199553	1765625	Registered	USA	30-Aug-1991	20-Apr-1993	16-Aug-2013	9	INFOMANAGER INC.
L'EQUIPMENT QU'IL VOUS FAUT, NOUS L'AVONS!	76/079,246	2697007	Registered	USA	21-Jun-2000	18-Mar-2003	18-Mar-2013	035, 037, & 042	UNITED RENTALS, INC.
RENTAL MANAGER	77/315,890	Pending	Pending - Sup. Reg.	USA	29-Oct-2007			9	WYNNE SYSTEMS, INC.
RENTALMAN	77/314,490	Pending	Pending	USA	26-Oct-2007			9	WYNNE SYSTEMS, INC.
THE RIGHT EQUIPMENT. RIGHT NOW!	75/921,932	2419254	Registered	USA	17-Feb-2000	09-Jan-2001	09-Jan-2011	035, 042	UNITED RENTALS, INC.
THE UNDERGROUND EQUIPMENT SPECIALIST	75/756,944	2410275	Registered	USA	21-Jul-1999	05-Dec-2000	05-Dec-2010	37	UNITED RENTALS, INC.
UNITED RENTALS	75/445,513	2476591	Registered	USA	03-Mar-1998	07-Aug-2001	07-Aug-2011	035, 037, 042	UNITED RENTALS, INC.
UNITED RENTALS MISCELLANEOUS DESIGN	75/449,219	2406720	Registered	USA	12-Mar-1998	21-Nov-2000	21-Nov-2010	035, 037 & 042	UNITED RENTALS, INC.
UNITED RENTALS EL EQUIPO ADECUADO, AL MOMENTO	77/315,951	Pending	Pending	USA	25-Oct-2007			035, 037	UNITED RENTALS, INC.
URDATA	28079	2497914	Registered	USA	24-Mar-2000	16-Oct-2001	16-Oct-2011	35	UNITED RENTALS, INC.
US RENTALS (AND DESIGN)	74/141,973	1733266	Registered	USA	23-Feb-1991	24-Nov-1992	24-Nov-2012	37	UNITED RENTALS, INC.
VERTICADE	76/141,092	2613339	Registered	USA	04-Oct-2000	27-Aug-2002	27-Aug-2012	9	UNITED RENTALS, INC.

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**Schedule C to the  
U.S. IP Security Agreement**

**COPYRIGHTS**

None.

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Exhibit A to the  
U.S. IP Security Agreement

FORM OF U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*U.S. IP Security Agreement Supplement*") dated [ ], 2008, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A., ("*Bank of America*"), as agent (the "*Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, United Rentals, Inc., (North America), a Delaware corporation, has entered into a Credit Agreement dated as of June 9, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Agent, U.S. Swingline Lender and Letter of Credit Issuer, Canadian Swingline Lender (acting through its Canada Branch) and as a Canadian Funding Bank, UBS Securities LLC, as Syndication Agent, UBS Loan Finance LLC, as a Canadian Funding Bank, Wachovia Bank, National Association, as Documentation Agent and as a Canadian Funding Bank, United Rentals, Inc., a Delaware corporation, ("*Holdings*"), the U.S. Subsidiary Borrowers, United Rentals of Canada, Inc., a company formed under the federal laws of Canada ("*URC*"), United Rentals Alberta Holding LP ("*URA*" and, together with URC, the "*Canadian Borrowers*"), United Rentals Financing Limited Partnership, a Delaware partnership (the "*Specified Loan Borrower*"), the Guarantors and the Lenders party thereto; terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain U.S. Security Agreement dated June 9, 2008 made by the Grantor and such other Persons to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*U.S. Security Agreement*") and that certain U.S. Intellectual Property Security Agreement dated June 9, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*U.S. IP Security Agreement*");

WHEREAS, under the terms of the U.S. Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this U.S. IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

TO:TIMOTHY FRANKLIN COMPANY:599 LEXINGTON AVENUE

the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(G) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(H) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(I) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(J) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(K) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Additional Collateral by the Grantor under this U.S. IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this U.S. IP Security Agreement Supplement.

**SECTION 4. Grants, Rights and Remedies.** This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the U.S. Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Additional Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 5. Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

TO: TIMOTHY FRANKLIN COMPANY: 599 LEXINGTON AVENUE

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By \_\_\_\_\_

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_