

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RSC EQUIPMENT RENTAL, INC.		02/09/2011	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as U.S. collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	German Banking corporation licensed to do business by the New York State Banking Department: GERMANY

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3219696	BRAND ON COMMAND
Registration Number:	3840358	E2T
Registration Number:	3353413	FIVE S
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:	3403076	RSC
Registration Number:	3136868	RSC EQUIPMENT RENTAL
Registration Number:	3313502	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

TRADEMARK

900183942

REEL: 004475 FRAME: 0909

OP \$365.00 3219696

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1111779-2143

NAME OF SUBMITTER: Frances B. Cutajar

Signature: /Frances B. Cutajar/

Date: 02/10/2011

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

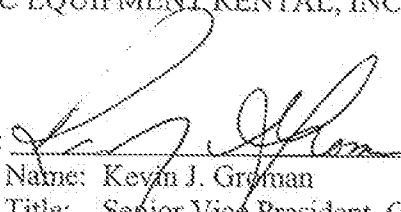
This Notice and Confirmation of Grant of Security Interest in Trademarks (this "Confirmation") is made as of February 9, 2011 by and between RSC EQUIPMENT RENTAL, INC., an Arizona corporation (the "Grantor") with principal offices at 6929 East Greenway Parkway, Suite 200, Scottsdale, AZ 85254, and DEUTSCHE BANK AG NEW YORK BRANCH, as U.S. Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"). Grantor hereby confirms the grant, subject to existing licenses to use the Marks granted by such Grantor in the ordinary course of business, 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 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 February 9, 2011 (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 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 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.

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: Kevin J. Griffin
Title: Senior Vice President, General Counsel
and Corporate Secretary

Signature page to RSC ABL Grant of Security Interest in Trademarks

NEW YORK 810689? (2X)

TRADEMARK
REEL: 004475 FRAME: 0912

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

By: Marguerite Sutton
Name: Marguerite Sutton
Title: Director

By: Carin Keegan
Name: Carin Keegan
Title: Director

Schedule A

1. U.S. Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner of Record
BRAND ON COMMAND	78757357	11/18/2005	3219696	3/20/2007	Registered 3/20/07	RSC
E2T	77859863	10/28/2009	3840358	8/31/2010	Registered 8/31/10	RSC
5S and design	78599527	3/31/2005	3353413	12/11/2007	Registered 12/11/07	RSC
RENT OUR EQUIPMENT CUT YOUR COSTS	78570582	2/18/2005	3147687	9/26/06	Registration 9/26/06 RSC elected not to pursue further	RSC
RENT OUR EQUIPMENT RAISE YOUR PROFITS	78560196	2/3/2005	3191151	1/2/2007	Registered 1/2/07 RSC elected not to pursue further	RSC
RSC	78795158	1/19/2006	3249167	6/5/2007	Registered 6/5/07	RSC
RSC and design	75319879	7/7/1997	2264049	7/27/1999 Renewed 8/10/2010	Sec. 8 & 15 Accepted 1/14/05	RSC
RSC	78654302	6/20/2005	3403076	3/25/2008	Registered 3/25/08	RSC
RSC EQUIPMENT RENTAL	78492564	9/30/2004	3136868	8/29/2006	Registered 8/29/06	RSC
RSC EQUIPMENT RENTAL	78492574	9/30/2004	3313502	10/16/2007	Registered 10/16/07	RSC
RSC ONLINE	78534413	12/17/2004	3111367	7/4/2006	Registration 7/4/06	RSC
RSC RENTAL SERVICE CORPORATION	74709781	8/1/1995	2028379	1/7/1997 Renewed 3/9/2007	Sec. 8 & 15 Accepted 3/28/03	RSC
RSC'S BRAND ON COMMAND	78757380	11/18/2005	3217309	3/13/2007	Registered 3/13/07	RSC
TOTAL CONTROL	76510869	4/30/2003	2850473	6/8/2004	Registered 6/8/04	RSC

2. State Trademarks

State	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner of Record
New Mexico [†]	VALLEY RENTALS			TK98082101	August 21, 1998	Registered	RSC
New Mexico [†]	CENTER RENTAL, SALES, SERVICE			TK980802102	August 21, 1998	Registered	RSC

[†] These are state trademark registrations which RSC does not intend to renew.

Signature page to RSC ABL Grant of Security Interest in Trademarks