

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Construction Services, Inc.		04/02/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sunbelt Rentals, Inc.		
Street Address:	2341 Deerfield Drive		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1739670	SAFE-HEAT	
Registration Number:	2638214	TOPP	
Registration Number:	2641850	MOBILE COOL	
CORRESPONDENCE DATA			
Fax Number:	6104857660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	610-485-9400		
Email:	Judy@Patentcounsel.net		
Correspondent Name:	Mark A. Garzia		
Address Line 1:	2058 Chichester Avenue		
Address Line 4:	Boothwyn, PENNSYLVANIA 19061		
ATTORNEY DOCKET NUMBER:	SBI-M1		
NAME OF SUBMITTER:	Mark A. Garzia		

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 REEL: 004782 FRAME: 0690

Signature:	/Mark A. Garzia/
Date:	05/17/2012
Total Attachments: 4 source=SBIM1ConfirmatoryAssignment#page1.tif source=SBIM1ConfirmatoryAssignment#page2.tif source=SBIM1ConfirmatoryAssignment#page3.tif source=SBIM1ConfirmatoryAssignment#page4.tif	

CONFIRMATORY ASSIGNMENT
BETWEEN TOPP CONSTRUCTION SERVICES, INC. AND
SUNBELT RENTALS, INC.

I. BACKGROUND

A. In a document titled STOCK PURCHASE AGREEMENT, dated the 2nd day of April, 2012, **Topp Construction Services, Inc.**, a corporation organized under the laws of the Commonwealth of Pennsylvania, (the "Seller"), and Sunbelt Rentals, Inc., a corporation organized under the laws of the State of North Carolina, (the "Buyer"), entered into an agreement in which the Seller transferred, sold, conveyed, and assigned to Buyer all assets of the Seller's Business which were not specifically excluded.

B. The purpose of this CONFIRMATORY ASSIGNMENT is to confirm the intent of the Seller and Buyer to transfer and assign the trademarks SAFE-HEAT, TOPP and Design, and MOBILE COOL (the "TRADEMARKS"), including the respective U.S. Registrations, Nos. 1,739,670; 2,638,214; and 2,641,850, as set forth in Appendix "A" attached hereto, and to produce a document suitable for recording with the U.S. Patent and Trademark Office. This CONFIRMATORY ASSIGNMENT does not amend, change or alter any of the terms, conditions or agreements set down in the STOCK PURCHASE AGREEMENT.

II. CONFIRMATION OF ASSIGNMENT

NOW, THEREFORE, in consideration of the good and valuable consideration expressly described in the STOCK PURCHASE AGREEMENT, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Seller did hereby convey, assign, and transfer unto the Buyer all of its right, title, and interest in and to the trademarks SAFE-HEAT, TOPP and Design, and MOBILE COOL, and U.S. Registrations Nos. 1,739,670; 2,638,214; and 2,641,850, together with all of the goodwill of the Seller's business associated with and symbolized by such trademarks relating to the manufacturing, sale and rental of construction equipment including air conditioning equipment and air conditioning units, heaters, dehumidifiers, and fans, to provide temporary heating and cooling solutions, and to related services provided by Seller. Such right, title and interest to the TRADEMARKS includes, but is not limited to, any rights of the Seller to

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sue any third parties for any past infringement of or to the TRADEMARKS, on behalf and behalf of Buyer and its successors, assigns or other legal representatives.

III. GENERAL PROVISIONS

A. Effect on Heirs & Successors. Seller did covenant that it had full right to convey, transfer and assign the entire interest herein assigned as of the date of the STOCK PURCHASE AGREEMENT, and that Seller had not executed and will not execute any agreement in conflict herewith. The STOCK PURCHASE AGREEMENT is binding on the Seller and its respective successors and assigns, and inures to the benefit of the Buyer and its successors and assigns.

B. Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

C. Severability. If any provision of this Confirmatory Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this

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section shall remain in full force and effect.

UNDERSTOOD AND ACCEPTED

I am familiar with the terms and conditions of the STOCK PURCHASE AGREEMENT dated April 2, 2012. I have carefully read this CONFIRMATORY ASSIGNMENT and expressly declare that it accurately reflects the terms and conditions set down in the STOCK PURCHASE AGREEMENT with respect to the TRADEMARKS.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned has duly executed this CONFIRMATORY ASSIGNMENT on the date written below.

SUNBELT RENTALS, INC.

Date: 5/17/12

[Signature]
Name: Kurt J. Renkel
Title: EVP

State of South Carolina

County of

This 17 day of May, 2012, before me personally came the above-named Kurt Renkel, known as the individual who executed the foregoing Assignment, who acknowledged to me that he/she is an officer of Sunbelt Rentals, Inc., duly authorized to execute this agreement on its behalf and hereby so does and that executed the same of his/her own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

[Signature]
Notary Public



APPENDIX A

MARK	U.S. REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
SAFE-HEAT	1,739,670	December 15, 1992	74/267,109	April 20, 1992
TOPP and Design	2,638,214	October 22, 2002	76/088,776	July 14, 2000
MOBILE COOL	2,641,850	October 29, 2002	76/177,408	December 8, 2000