

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Amended and Restated U.S. Intellectual Property Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Rentals, Inc.		07/23/2012	CORPORATION: DELAWARE
United Rentals (North America), Inc.		07/23/2012	CORPORATION: DELAWARE
United Rentals Financing Limited Partnership		07/23/2012	LIMITED PARTNERSHIP: DELAWARE
United Rentals (Delaware), Inc.		07/23/2012	CORPORATION: DELAWARE
United Rentals Highway Technologies Gulf, LLC		07/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
United Rentals of Nova Scotia (No. 1), ULC		07/23/2012	LIMITED LIABILITY COMPANY: CANADA
United Rentals of Nova Scotia (No. 2), ULC		07/23/2012	LIMITED LIABILITY COMPANY: CANADA
United Rentals Realty, LLC		07/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	185 Asylum Street
Internal Address:	CityPlace 1
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	a U.S. National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78185104	A.I.M.S.
Serial Number:	75449210	
Serial Number:	78143367	SESCO

CH \$490.00 78185104

Serial Number:	78251710	UNITED RENTALS EL EQUIPO ADECUADO. AL MOMENTO!
Serial Number:	77315951	UNITED RENTALS EL EQUIPO ADECUADO. AL MOMENTO!
Serial Number:	78757357	BRAND ON COMMAND
Serial Number:	77859863	E2T
Serial Number:	78599527	FIVE S
Serial Number:	78570582	RENT OUR EQUIPMENT CUT YOUR COSTS
Serial Number:	78560196	RENT OUR EQUIPMENT...RAISE YOUR PROFITS
Serial Number:	78795158	RSC
Serial Number:	78654302	RSC
Serial Number:	75319879	RSC
Serial Number:	78492564	RSC EQUIPMENT RENTAL
Serial Number:	78492574	RSC EQUIPMENT RENTAL
Serial Number:	78534413	RSC ONLINE
Serial Number:	74709781	RSC RENTAL SERVICE CORPORATION
Serial Number:	78757380	RSC'S BRAND ON COMMAND
Serial Number:	76510869	TOTAL CONTROL

CORRESPONDENCE DATA

Fax Number: 2128368689

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: stobias@kayescholer.com

Correspondent Name: Stanley Tobias, Senior Legal Assistant

Address Line 1: c/o Kaye Scholer LLP, 425 Park Avenue

Address Line 2: 12th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	03191/0205
NAME OF SUBMITTER:	Stanley Tobias, Senior Legal Assistant
Signature:	/s/ Stanley Tobias
Date:	07/23/2012

Total Attachments: 11

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TRADEMARK

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**AMENDMENT NO. 1
TO
AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

AMENDMENT NO. 1 TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 23, 2012 (this "*Amendment*"), to that certain Amended and Restated U.S. Intellectual Property Security Agreement, dated as of October 14, 2011 (as amended, modified, restated or supplemented from time to time in accordance with its terms, the "*IP Security Agreement*"), among the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A., as agent for the Secured Parties (in such capacity, together with any successor in such capacity, the "*Agent*").

WHEREAS, the Grantors and the Agent are parties to the IP Security Agreement;
and

WHEREAS, the Grantors and the Agent have agreed to amend the IP Security Agreement to evidence Grantors' grant to Agent for the ratable benefit of the Secured Parties of a security interest in additional Collateral.

NOW, THEREFORE, subject to satisfaction of the conditions precedent set forth in Section 3 hereof, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed:

1. CAPITALIZED TERMS. Capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the IP Security Agreement.

2. SECURITY INTEREST IN ADDITIONAL COLLATERAL.

(a) 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:

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

(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;

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

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, 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.

(b) In connection with such grant, Schedules A, B and C of the IP Security Agreement is hereby amended to add and incorporate the Collateral listed on Schedules A, B and C attached to this Amendment.

3. CONDITIONS PRECEDENT.

This Amendment shall become effective on the date (such date, the “Effective Date”) that counterparts of this Amendment duly executed by the Grantors and the Agent shall have been delivered to the Agent.

4. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this Amendment.

5. MISCELLANEOUS.

(a) Except as herein expressly amended, nothing herein shall be deemed to be a waiver of or amendment to any covenant, provision or agreement contained in the IP Security Agreement or any other Loan Document, and each Grantor hereby agrees that all of the covenants, provisions and agreements contained in the IP Security Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

(b) Each Grantor hereby ratifies and confirms the grant of the security interest in and the continuing lien on its Collateral (as amended pursuant to this Amendment) in favor of the Agent contained in the IP Security Agreement and agrees that the grant of a security interest in, the Collateral by such Grantor under the IP Security Agreement (as amended pursuant to this Amendment) 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, the IP Security Agreement (as amended pursuant to this Amendment) 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.

(c) From and after the Effective Date, all references in the IP Security Agreement to “this Agreement”, “hereof”, “herein”, and similar terms shall mean and refer to the IP Security Agreement, as amended and modified by this Amendment, and all references in other documents to the IP Security Agreement shall mean such agreement as amended and modified by this Amendment. This Amendment constitutes a Loan Document.

(d) This Amendment may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

(e) Delivery of an executed counterpart of a signature page by telecopier or electronic transmission in pdf format shall be effective as delivery of a manually executed counterpart.

(f) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

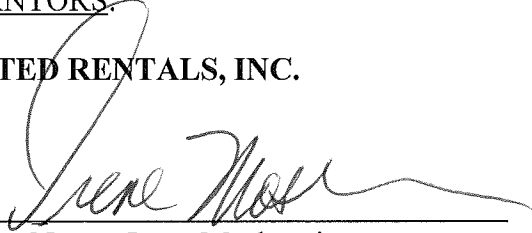
(g) The parties hereto shall, at any time and from time to time following the execution of this Amendment, execute and deliver all such further instruments and take all such further action as may be reasonably necessary or appropriate in order to carry out the provisions of this Amendment.

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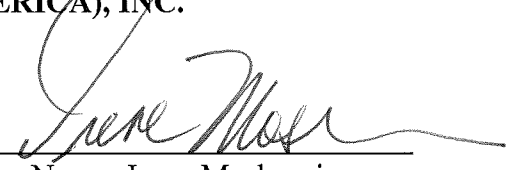
IN WITNESS WHEREOF, the parties have entered into this Amendment on the date first above written.

GRANTORS:

UNITED RENTALS, INC.

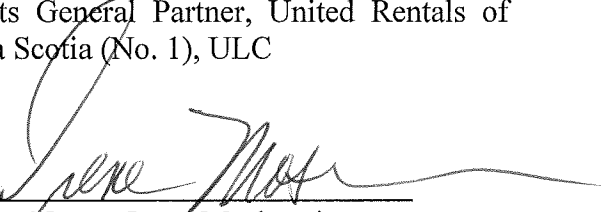
By: 
Name: Irene Moshouris
Title: Senior Vice President and
Treasurer

UNITED RENTALS (NORTH AMERICA), INC.

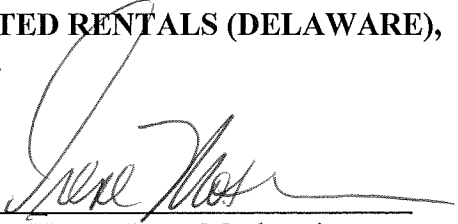
By: 
Name: Irene Moshouris
Title: Senior Vice President and
Treasurer

UNITED RENTALS FINANCING LIMITED PARTNERSHIP

By its General Partner, United Rentals of Nova Scotia (No. 1), ULC

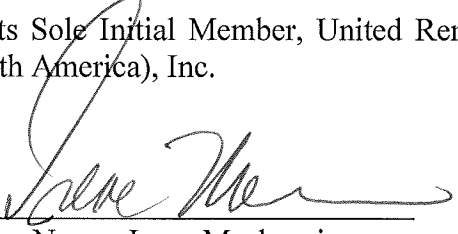
By: 
Name: Irene Moshouris
Title: Vice President and Treasurer

UNITED RENTALS (DELAWARE), INC.

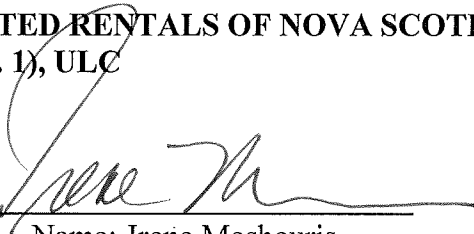
By: 
Name: Irene Moshouris
Title: Vice President and Treasurer

**UNITED RENTALS HIGHWAY
TECHNOLOGIES GULF, LLC**

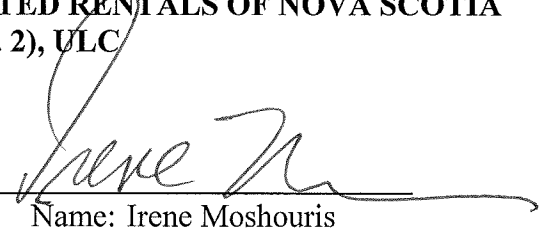
By its Sole Initial Member, United Rentals
(North America), Inc.

By: 
Name: Irene Moshouris
Title: Senior Vice President and
Treasurer

**UNITED RENTALS OF NOVA SCOTIA
(NO. 1), ULC**

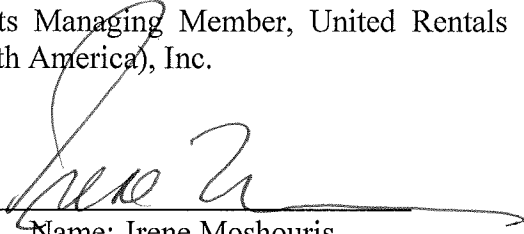
By: 
Name: Irene Moshouris
Title: Vice President and Treasurer

**UNITED RENTALS OF NOVA SCOTIA
(NO. 2), ULC**

By: 
Name: Irene Moshouris
Title: Vice President and Treasurer

UNITED RENTALS REALTY, LLC

By its Managing Member, United Rentals
(North America), Inc.

By: 
Name: Irene Moshouris
Title: Senior Vice President and
Treasurer

AGENT:

BANK OF AMERICA, N.A., as Agent

By: *Cynthia G. Standard*
Name: CYNTHIA G. STANDARD
Title: S.E. VICE PRESIDENT

W09302114X

[AMENDMENT NO. 1 TO
AMENDED AND RESTATED U.S. IP SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE A

PATENTS

Patent	App Number	Reg Number	File Date
System and Method for Utilization-Based Computing of Emissions Attributable to Specific Equipment	61390901	Pending	7-Oct-2010

SCHEDULE B

TRADEMARKS

Trademark	App Number	Reg Number	Status	Country	File Date	Reg Date	Class	Owner
A.I.M.S.	78/185,104		Pending	United States of America	14-Nov- 2002		14489	UNITED RENTALS, INC.
MISCELLANEOUS DESIGN	75/449,210	2406720	Registered	United States of America	12-Mar- 1998	21-Nov- 2000	035,037 & 042	UNITED RENTALS, INC.
SESCO	78/143,367		Pending	United States of America	12-Jul- 2002		035, 037, 042	UNITED RENTALS, INC.
THE SOLUTION			Unfiled	United States of America			35	UNITED RENTALS, INC.
THE UNITED RENTALS SOLUTION			Unfiled	United States of America			35	UNITED RENTALS, INC.
UNITED RENTALS EL EQUIPO ADECUADO. AL MOMENTO	78/251,710		Pending	United States of America	19-May- 2003		035, 042	UNITED RENTALS, INC.
UNITED RENTALS EL EQUIPO ADECUADO. AL MOMENTO!	77/315,951		Refiled	United States of America	29-Oct- 2007		3537	UNITED RENTALS, INC.
BRAND ON COMMAND	78/757,357	3,219,696	Registered	United States of America		20-Mar- 2007		UNITED RENTALS (NORTH AMERICA), INC.

Trademark	App Number	Reg Number	Status	Country	File Date	Reg Date	Class	Owner
E2T	77/859,863	3,840,358	Registered	United States of America		31-Aug-2010		UNITED RENTALS (NORTH AMERICA), INC.
5S AND DESIGN RENT OUR EQUIPMENT ... CUT YOUR COSTS	78/599,527	3,353,413	Registered	United States of America		11-Dec-2007		UNITED RENTALS (NORTH AMERICA), INC.
RENT OUR EQUIPMENT ... RAISE YOUR PROFITS	78/570,582	3,147,687	Registered	United States of America		26-Sep-2006		UNITED RENTALS (NORTH AMERICA), INC.
RSC	78/560,196	3,191,151	Registered	United States of America		2-Jan-2007		UNITED RENTALS (NORTH AMERICA), INC.
RSC	78/795,158	3,249,167	Registered	United States of America		5-Jun-2007		UNITED RENTALS (NORTH AMERICA), INC.
RSC	78/654,302	3,403,076	Registered	United States of America		25-Mar-2008		UNITED RENTALS (NORTH AMERICA), INC.
RSC AND DESIGN	75/319,879	2,264,049	Registered	United States of America		27-Jul-1999		UNITED RENTALS (NORTH AMERICA), INC.
RSC EQUIPMENT RENTAL	78/492,564	3,136,868	Registered	United States of America		29-Aug-2006		UNITED RENTALS (NORTH AMERICA), INC.
RSC EQUIPMENT RENTAL	78/492,574	3,313,502	Registered	United States of America		16-Oct-2007		UNITED RENTALS (NORTH AMERICA), INC.
RSC ONLINE	78/534,413	3,111,367	Registered	United States of America		4-Jul-2006		UNITED RENTALS (NORTH AMERICA), INC.

Trademark	App Number	Reg Number	Status	Country	File Date	Reg Date	Class	Owner
RSC RENTAL SERVICE CORPORATION AND DESIGN	74/709,781	2,028,379	Registered	United States of America		7-Jan- 1997		UNITED RENTALS (NORTH AMERICA), INC.
RSC'S BRAND ON COMMAND	78/757,380	3,217,309	Registered	United States of America		13-Mar- 2007		UNITED RENTALS (NORTH AMERICA), INC.
TOTAL CONTROL	76/510,869	2,850,473	Registered	United States of America		8-Jun- 2004		UNITED RENTALS (NORTH AMERICA), INC.

SCHEDULE C

COPYRIGHTS

Copyright	Reg Number	Date of Publication	Description
Total Control	TX5-866-708	23-Oct-2003	Computer program
Total Control (2010 ed)	TXu001720977	4-Oct-2010	Computer program