

## 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
Ally Equipment Rental LLC		12/31/2012	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Ally Equipment LLC		
Street Address:	3401 Quorum Drive, Suite 300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76137		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3705806	ALLY EQUIPMENT RENTAL	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra L. Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	021880-9999		
NAME OF SUBMITTER:	Trent Martinent		
Signature:	/Trent Martinent/		

Date:

01/02/2013

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 31, 2012, is made by Ally Equipment Rental LLC, a dissolved limited liability company organized under the laws of Colorado, USA with its principal place of business formerly located at 101 Cook Street, Ste 3000, Denver, CO 80206, USA ("Assignor"), in favor of Ally Equipment LLC, a limited liability company organized and existing under the laws of Colorado with a principal place of business located at 3401 Quorum Drive, Suite 300, Fort Worth, TX 76137, USA ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to a trademark/service mark and the associated applications and/or registrations for use on and in association with certain goods and/or services; and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to such trademark/service mark for use on and in association with certain goods and/or services, and Assignee desires to acquire Assignor's entire right, title and interest in and to such trademark/service mark for use on and in association with certain goods and/or services.

NOW THEREFORE, for good and valuable consideration in the amount of \$10.00 US Dollars, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark/service mark set forth on Schedule 1 attached hereto and made part of this Trademark Assignment for use on and in association with the goods and/or services set forth on Schedule 1 and any other applicable goods or services, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such trademark/service mark, including intent-to-use trademark/service mark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Representations. Assignor represents and warrants that (i) it is the sole owner of the Assigned Trademark and that it has the full right and power to make the assignment of the Assigned Trademark made hereby and that it has not made and will not make any assignment, transfer, sale, encumbrance, or agreement in conflict with any provision of this Trademark Assignment; and (ii) it is not aware of any infringements or violations regarding the Assigned Trademark.

3. Further Actions. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Assignee, or any assignee or successor thereto.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment as of the date first above written.

**(ASSIGNOR)**  
**ALLY EQUIPMENT RENTAL LLC**

By: Tom Heeve  
Name: Tom Heeve  
Title: CFO

**(ASSIGNEE)**  
**ALLY EQUIPMENT LLC**

By: Tom Heeve  
Name: Tom Heeve  
Title: CFO

**SCHEDULE 1**

**ASSIGNED TRADEMARK**

<b>MARK</b>	<b>REGISTRATION/ SERIAL NUMBER</b>	<b>GOODS/SERVICES</b>
ALLY EQUIPMENT RENTAL	U.S. Reg. No. 3705806	Online retail store and catalog services and retail store services all featuring equipment in the field of disaster recovery and restoration and reconstruction of residential and commercial buildings and personal property damaged by fire, smoke, wind, water, mold, natural disasters and other causes. Rental of cleaning equipment, namely, ultrasonic cleaning machines, pressure washers, vacuums, carpet cleaners, dumpsters, media blasters, light towers and cleaning equipment in the nature of flood and water pumps for use in the field of disaster recovery and restoration and reconstruction of residential and commercial buildings and personal property damaged by fire, smoke, wind, water, mold, natural disasters and other causes and also for use in non-emergency situations. Rental of equipment, namely, air movers and negative air machines used for air purification and drying, dehumidifiers, electric power generators, power distribution boxes and power cords, HEPA air scrubbers, chillers and cooling units, heaters and wall drying systems all for use in the field of disaster recovery and restoration of residential and commercial buildings and personal property damaged by fire, smoke, wind, water, mold, natural disasters and other causes and also for use in non-emergency situations. Leasing of metal and non-metal buildings and trailers in the nature of mobile sleeping units for temporary use during disaster recovery and restoration of residential and commercial buildings and personal property damaged by fire, smoke, wind, water, mold, natural disasters and other causes and also for use in non-emergency situations.

**[END OF SCHEDULE 1]**