

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NO. 2 TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Rentals, Inc.		06/11/2014	CORPORATION: DELAWARE
United Rentals (North America), Inc.		06/11/2014	CORPORATION: DELAWARE
United Rentals Financing Limited Partnership		06/11/2014	LIMITED PARTNERSHIP: DELAWARE
United Rentals (Delaware), Inc.		06/11/2014	CORPORATION: DELAWARE
United Rentals Highway Technologies Gulf, LLC		06/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
United Rentals of Nova Scotia (NO. 1), ULC		06/11/2014	COMPANY: CANADA
United Rentals of Nova Scotia (NO. 2), ULC		06/11/2014	COMPANY: CANADA
United Rentals Realty, LLC		06/11/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	185 Asylum Street, 35th Floor
Internal Address:	1 City Place
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Banking Institution: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3529372	NATIONAL PUMP & COMPRESSOR
Serial Number:	85753226	NATIONAL PUMP & COMPRESSOR DRYERS · PUMP
Serial Number:	85761550	· DRYERS · PUMPS · COMPRESSORS

CORRESPONDENCE DATA

Fax Number: 2122919174

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

TRADEMARK

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 558-7250
Email: millerse@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Stephen E. Miller
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	020509.00022 (SEM)
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NAME OF SUBMITTER:	Stephen E. Miller
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SIGNATURE:	/Stephen E. Miller/
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DATE SIGNED:	06/11/2014
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Total Attachments: 7

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**AMENDMENT NO. 2
TO
AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

AMENDMENT NO. 2 TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 11, 2014 (this “**Amendment**”), to that certain Amended and Restated U.S. Intellectual Property Security Agreement, dated as of October 14, 2011, as amended by that certain Amendment No. 1 to Amended and Restated U.S. Intellectual Property Security Agreement, dated as of July 23, 2012 (as further 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 trademark and service mark registrations and applications set forth in Schedule A 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;

(B) 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;

(C) 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

(D) 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, Schedule B of the IP Security Agreement is hereby amended to add and incorporate the Collateral listed on Schedule A 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 taken together 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.

[Remainder of page intentionally left blank]

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

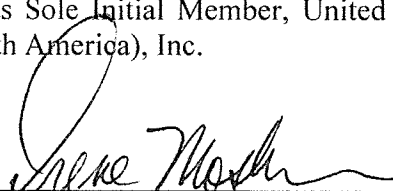
UNITED RENTALS (DELAWARE), INC.

By: 

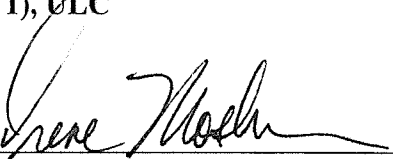
Name: Irene Moshouris
Title: Vice President and Treasurer

**UNITED RENTALS HIGHWAY
TECHNOLOGIES GULF, LLC**

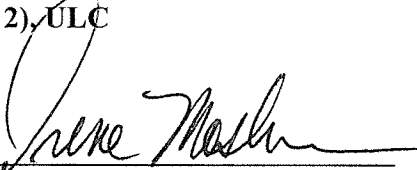
By its Sole Initial Member, United Rentals
(North America), Inc.

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

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

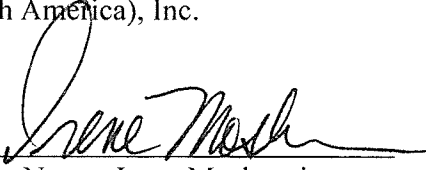
By: 
Name: Irene Moshouris
Title: Vice President and Treasurer

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

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

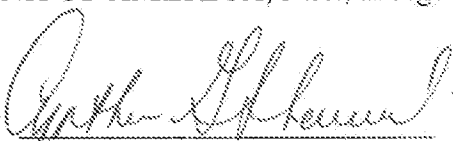
UNITED RENTALS REALTY, LLC

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: 

Name: CYNTHIA G. STANDARD

Title: SR. VICE PRESIDENT

[AMENDMENT NO. 2 TO
AMENDED AND RESTATED U.S. IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005300 FRAME: 0973

SCHEDULE A

TRADEMARKS

Registration No. (Serial No.)	Filing Jurisdiction	Description	Filing Date (Reg. Date)	Owner
3529372 (76/684,549)	US Patent & Trademark Office	Service mark - supplemental register "NATIONAL PUMP & COMPRESSOR"	12/3/2007 (11/4/2008)	United Rentals, Inc.
(85/753,226) ¹	US Patent & Trademark Office	Service mark - supplemental register "National Pump & Compressor Dryers Pumps Compressors Rental Sales Service"	10/12/2012	United Rentals, Inc.
(85/761,550) ²	US Patent & Trademark Office	Service mark - supplemental register "Dryers Pumps Compressors"	10/23/2012	United Rentals, Inc.

¹ Subject of a USPTO rejection with an appeal deadline of January 21, 2014.

² Subject of a USPTO rejection with an appeal deadline of January 27, 2014.