

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340545

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Its Rental And Sales, Inc.		04/23/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	900 W Trade Street		
<b>Internal Address:</b>	Gateway Village - 900 Building		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3465237	ITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	049268-0065		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	05/06/2015		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 23, 2015 (this "Agreement"), is made by Its Rental And Sales, Inc., a Texas corporation ("Grantor") in favor of Bank of America, N.A., as Administrative Agent for each of the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of May 15, 2008, by and among the Borrower, the Administrative Agent, the lenders party thereto, Bank of America, N.A., as L/C Issuer, and the other Persons from time to time party thereto, as amended by the Amendment dated as of June 30, 2008, the Second Amendment dated as of January 15, 2010, the Third Amendment dated as of April 1, 2011 and the Fourth Amendment dated as of April 9, 2012, as further amended and restated by the Amended and Restated Credit Agreement dated as of December 14, 2012, by and among the Borrower, the Administrative Agent, the lenders party thereto, Bank of America, N.A., as L/C Issuer, and the other Persons from time to time party thereto, as amended by the First Amendment dated as of July 19, 2013, as further amended and restated by the Second Amended and Restated Credit Agreement dated as of January 26, 2015, by and among the Borrower, the Lenders, the L/C Issuers, the Administrative Agent and the other Persons from time to time party thereto (as so amended and as otherwise from time to time, amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Borrower and Grantor and the other Subsidiary Guarantors entered into an Irrevocable Proxy, Pledge and Security Agreement dated as of May 15, 2008, as amended by the Omnibus Amendment to Collateral Documents dated as of December 14, 2012 and the Second Omnibus Amendment to Collateral Documents dated as of January 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Administrative Agent, pursuant to which Grantor granted to the Administrative Agent, for its benefit and the benefit of each other Secured Party, a continuing security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of Grantor's right, title and interest in the following property, whether now or hereafter existing, owned or acquired by Grantor, and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, the registrations and applications listed in Schedule A attached hereto, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing;

(b) all Trademark licenses and other agreements for the grant by or to Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) above and, to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) above and, to the extent applicable, clause (b) above or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE

UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

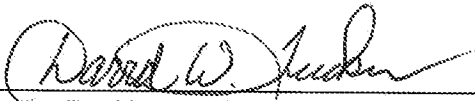
**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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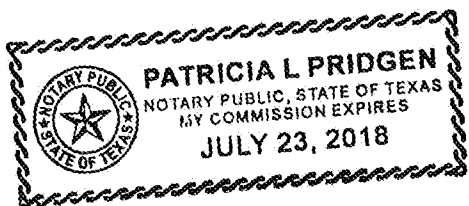
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ITS RENTAL AND SALES, INC.,**  
as Grantor

By:   
Name: David W. Tucker  
Title: Vice President and Treasurer

STATE OF Texas )  
COUNTY OF Harris ) ss.

On this 23 day of April, 2015, before me, the undersigned Notary Public, personally came and appeared David W. Tucker, the duly authorized Vice President and Treasurer of ITS RENTAL AND SALES, INC., and that he signed the foregoing Trademark Security Agreement with full authorization by its Board of Directors and that the foregoing Trademark Security Agreement is the free and voluntary act and deed of said company for the uses, purposes and covenants therein expressed.



  
Notary Public

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent


By: *Prescilla Baker*  
Name: *Prescilla Baker*  
Title: *Assistant Vice President*

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005511 FRAME: 0615**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Status</b>	<b>Owner</b>
ITS 	77100972 2/6/2007	3465237 7/15/2008	Registered	Its Rental and Sales, Inc.