

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINELEASE, INC.		06/30/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTE COLLATERAL AGENT		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4507234	CINE MINI	
Registration Number:	4426271	CINELEASE	
Registration Number:	4415620	CINELEASE	
Registration Number:	3602022	CINELEASE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049133-0157		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/08/2016		
Total Attachments: 7			
source=HERC - Second Lien Trademark Security Agreement#page1.tif			
source=HERC - Second Lien Trademark Security Agreement#page2.tif			

OP \$115.00 4507234

source=HERC - Second Lien Trademark Security Agreement#page3.tif
source=HERC - Second Lien Trademark Security Agreement#page4.tif
source=HERC - Second Lien Trademark Security Agreement#page5.tif
source=HERC - Second Lien Trademark Security Agreement#page6.tif
source=HERC - Second Lien Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 30, 2016, is entered into by each of the undersigned (each, a “Grantor”) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, (“Wilmington”), as Note Collateral Agent under the Indenture, dated as of June 9, 2016 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Indenture”), among Herc Rentals Inc. (as successor-in-interest by merger to Herc Spinoff Escrow Issuer, LLC and Herc Spinoff Escrow Issuer, Corp), the Note Collateral Agent and Wilmington, as trustee.

WHEREAS, under the Indenture, the Notes have been issued upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Indenture, the Grantors shall have executed and delivered the Note Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Note Collateral Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, under the terms of the Note Collateral Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the “PTO”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein, have the meanings set forth in the Indenture or the Note Collateral Agreement, as applicable.

1.2 “Trademarks” with respect to any Grantor, all of such Grantor’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor’s rights therein), and any renewals thereof, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements or dilutions thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Subject to the terms of the Indenture and the Note Collateral Agreement, each Grantor hereby grants, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor, including, without limitation, the Trademarks listed on Schedule A hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. PURPOSE. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of a security interest with the PTO. This Agreement is expressly subject to the terms and conditions of the Note Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Note and Collateral Agreement, the terms of the Note Collateral Agreement shall control in all respects.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the applicable government officer in the PTO record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the Note Collateral Agreement.

SECTION 6. GENERAL.

6.1 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

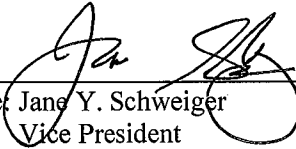
6.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and each Grantor and their respective successors and assigns.

6.3 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed page to this Agreement by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Note Collateral Agent

By: 
Name: Jane Y. Schweiger
Title: Vice President

HERC RENTALS INC.

By: 

Name: Scott Massengill

Title: Senior Vice President & Treasurer

CINELEASE, INC.

By: 

Name: Scott Massengill



Title: Treasurer

SCHEDULE A

Trademarks Owned by Cinelease, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
CINE MINI	85814073	1/2/13	4507234	4/1/14	Registered
CINELEASE	85631522	5/22/12	4426271	10/29/13	Registered
CINELEASE and Logo	85631539	5/22/12	4415620	5/22/12	Registered
CINELEASE	77557420	8/27/08	3602022	4/7/09	Registered

Trademarks Owned by Herc Rentals Inc. (formerly known as Hertz Equipment Rental Corporation)

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
HERC	73/826,866	9/21/1989	1,609,358	8/7/1990	37	Registered
HERTZ EQUIPMENT RENTAL	75/007,011	10/16/1995	2,013,590	11/5/1996	37	Registered
DESIGN MARK 	76/527,063	7/2/2003	3,131,552	8/22/2006	35, 37	Registered
SERVICE PUMP & COMPRESSOR	76/527,078	7/1/2003	3,052,099	1/31/2006	35, 37	Registered
E-SERVICE PROGRAM	77/575,557	9/22/2008	3,895,655	12/21/2010	35	Registered
E-SP	77/575,567	9/22/2008	4080388	1/3/2012	35, 37, 40	Pending
E-SERVICES PROGRAM	77/980,685	9/13/2010	3960620	5/17/2011	37,40	Registered
HERC 360 in Concentric Bolt Like Circles 	85831633	1/24/2013	4492377	3/3/2014	37	Registered
HERC READY FINANCE	85915696	4/26/2013	4477274	2/4/2014	36	Registered
HERTZ SERVICE PUMP & COMPRESSOR	86095047	10/18/2013	4571223	7/22/2014	35, 37	Registered

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
HERTZ	72145695	5/29/1962	750300	5/28/1963	42	Registered
WHEN THE JOB REQUIRES MORE THAN A TOOLBELT	86548595	2/27/2015	N/A	N/A	37	Pending
HERC RENTALS	86910198	2/17/2016	N/A	N/A	07, 09, 35, 37, 38, 39, 42	Pending
HERCRENTALS Logo in Color	86910553	2/17/2016	N/A	N/A	07, 09, 35, 37, 38, 39, 42	Pending