

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portable Rental Solutions, Inc.		06/06/2016	Corporation: TEXAS
One Source Cooling, L.L.C.		06/06/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Sunbelt Rentals, Inc.		
Street Address:	2341 Deerfield Drive		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3444353	PORTABLE RENTAL SOLUTIONS	
Registration Number:	4855996	ONESOURCE COOLING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	trademarks@parkerpoe.com		
Correspondent Name:	William S. Fultz		
Address Line 1:	301 Fayetteville Street		
Address Line 2:	Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	William S. Fultz		
SIGNATURE:	/wsf/		
DATE SIGNED:	08/23/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of June 6, 2016 (the “**Effective Date**”), is made by Portable Rental Solutions, Inc., a Texas corporation, and One Source Cooling, L.L.C., a Texas limited liability company (collectively, “**Sellers**”), in favor of Sunbelt Rentals, Inc., a North Carolina corporation (“**Buyer**”), the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement dated as of June 3, 2016 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, as of the Effective Date, all of Sellers’ rights, title, and interest in and to the trademarks identified on Exhibit A hereto (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including without limitation:
 - (a) the trademark registrations set forth on Exhibit A hereto;
 - (b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction throughout the world, including all common law rights in the Assigned Trademarks;
 - (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, false designation of origin, unfair competition, violation, misuse, breach, or default, with the right but no obligation to sue for legal and equitable relief and to collect, or otherwise recover, any damages or other amounts.
2. **Recordation and Further Actions**. Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, and upon Buyer’s reasonable request, Sellers shall take such steps and actions, and provide such

cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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 email 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.

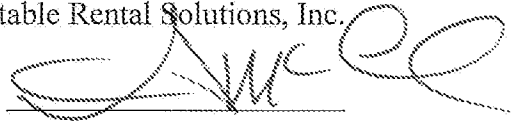
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


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

Portable Rental Solutions, Inc.

By: 

Name: Austin McCourt
Title: CEO

One Source Cooling, L.L.C.

By: 

Name: Austin McCourt
Title: President

Sunbelt Rentals, Inc.

By: _____

Name: Kurt J. Kenkel
Title: Executive Vice President

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

Portable Rental Solutions, Inc.

By: _____

Name: Austin McCourt
Title: CEO

One Source Cooling, L.L.C.

By: _____

Name: Austin McCourt
Title: President

Sunbelt Rentals, Inc.

By:  _____

Name: Kurt J. Kenkel
Title: Executive Vice President

Exhibit A – Assigned Trademarks

Mark	Jurisdiction	Reg. No.	Reg. Date	Reg. Owner
PORTABLE RENTAL SOLUTIONS	US	3444353	6/10/08	Portable Rental Solutions, Inc.
ONESOURCE COOLING	US	4855996	11/17/15	One Source Cooling LLC