

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NES RENTAL HOLDINGS, INC.		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UNITED RENTALS, INC.		
Street Address:	100 First Stamford Place, Suite 700		
Internal Address:	Attn: Legal Department		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3195984	NES RENTALS	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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>			
Phone:	212-558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	04/05/2017		
Total Attachments: 2			
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OP \$40.00 3195984

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of April 3, 2017 (the "Effective Date"), by and between NES Rental Holdings, Inc., a corporation organized under the laws of Delaware ("Assignor") and United Rentals, Inc., a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee may be referred to herein individually a "Party" and collectively, as the "Parties."

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the "NES RENTALS" trademark, U.S. Reg. No. 3,195,984 (the "Mark");

WHEREAS, certain Affiliates of the Parties have entered into that certain Agreement and Plan of Merger, dated as of January 25, 2017 (the "Merger Agreement") pursuant to which, among other things, Assignor has agreed to assign the Mark to Assignee;

WHEREAS, in accordance with, and subject to, the terms and conditions of the Merger Agreement, the Parties wish to execute this Assignment.

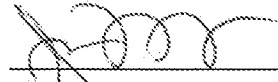
NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used but not defined in this Assignment, have the meaning ascribed to such terms in the Merger Agreement.
2. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Mark, including all goodwill symbolized thereby and associated therewith and the right to sue for all past, present and future infringement or dilution of the Mark and to settle and retain proceeds from any such actions.
3. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office to record this Assignment.
4. Entire Agreement. This Assignment, together with the Merger Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof.
5. Governing Law; Jurisdiction; No Jury Trial. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without regard to the choice of Law principles thereof.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that both Parties need not sign the same counterpart.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the Effective Date.

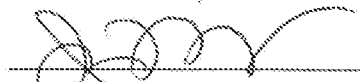
NES RENTAL HOLDINGS, INC.

By:  _____

Name: Joli L. Gross

Title: Vice President, Deputy General Counsel &
Corporate Secretary

UNITED RENTALS, INC.

By:  _____

Name: Joli L. Gross

Title: Senior Vice President, Deputy General
Counsel & Corporate Secretary