

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neff Rental LLC		10/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	United Rentals, Inc.		
Street Address:	100 First Stamford Place		
Internal Address:	Suite 700		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3205229	NEFF RENTAL	
Registration Number:	3200938	NEFF RENTAL	
Registration Number:	3200927	NEFF RENTAL	
Registration Number:	3467842	WE CARE MORE	
Registration Number:	4537563	WE HAVE IT . . .	
Serial Number:	87143443	IT'S A SHORE THING	
Serial Number:	87143533	IT'S A SHORE THING NEFF RENTAL WE CARE M	
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		

OP \$190.00 3205229

SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	11/20/2017
Total Attachments: 3 source=Heat - Trademark Assignment Agreement (EXECUTED)#page1.tif source=Heat - Trademark Assignment Agreement (EXECUTED)#page2.tif source=Heat - Trademark Assignment Agreement (EXECUTED)#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of October 13, 2017 (the "Effective Date"), by and between Neff Rental LLC, a Delaware limited liability company ("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 trademarks set forth on Schedule A hereto (the "Trademarks");

WHEREAS, certain Affiliates of the Parties have entered into that certain Agreement and Plan of Merger, dated as of August 16, 2017 (the "Merger Agreement") pursuant to which, among other things, Assignor has agreed to assign the Trademarks to Assignee;

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

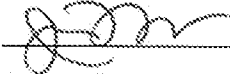
NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all goodwill symbolized thereby and associated therewith and the right to sue for all past, present and future infringement or dilution of the Trademarks and to settle and retain proceeds from any such actions.
2. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office to record this Assignment.
3. Entire Agreement. This Assignment, together with the Merger Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof.
4. 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.
5. 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.

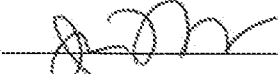
[Signature page follows]

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

NEFF RENTAL LLC




By: 
Name: Joli L. Gross
Title: Vice President, General Counsel and
Corporate Secretary

UNITED RENTALS, INC.

By: 
Name: Joli L. Gross
Title: Vice President, General Counsel and
Corporate Secretary

Schedule A

Trademarks

Owner	Jurisdiction	Trademark	Application Number	Registration Number	Filing Date
Neff Rental LLC	United States	IT'S A SHORE THING	87143443	N/A	August 18, 2016
Neff Rental LLC	United States		87143533	N/A	August 18, 2016
Neff Rental LLC	United States	NEFF RENTAL	78697615	3205229	August 22, 2005
Neff Rental LLC	United States		78709447	3200938	September 8, 2005
Neff Rental LLC	United States		78705418	3200927	September 1, 2005
Neff Rental LLC	United States	WE CARE MORE	78697473	3467842	August 22, 2005
Neff Rental LLC	United States	WE HAVE IT . . .	86093901	4537563	October 17, 2013