

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM458492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Amended and Restated U.S. Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Rental, Inc.		01/18/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	185 Asylum Street, 35th Floor		
Internal Address:	Cityplace I		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
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 . . .	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	212-836-7319		
Email:	paul.somelofske@apks.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	c/o Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	01/18/2018		

OP \$140.00 3205229

Total Attachments: 6

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**SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), dated as of January 18, 2018, is made by UNITED RENTALS, INC., a Delaware corporation ("Holdings" or the "Grantor"), in favor of Bank of America, N.A. ("Bank of America"), as agent (the "Agent") for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, Holdings is a party to that certain Second Amended and Restated Credit Agreement dated as of March 31, 2015, with Bank of America, as Agent, United Rentals (North America), Inc., a Delaware corporation (the "Company"), United Rentals of Canada, Inc., a corporation amalgamated under the laws of the Province of Ontario (the "Canadian Borrower"), United Rentals Financing Limited Partnership, a Delaware partnership (the "Specified Loan Borrower"), the other Guarantors party thereto and the Lenders party thereto (as amended, restated, extended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor and certain of its Subsidiaries are parties to that certain Amended and Restated U.S. Intellectual Property Security Agreement, dated as of October 14, 2011, in favor of the Agent (as amended, restated, extended, supplemented or otherwise modified in writing prior to the date hereof, the "Existing IP Security Agreement");

WHEREAS, the Grantor is a party to that certain Second Amended and Restated U.S. Security Agreement dated as of March 31, 2015, made by the Grantor, certain other parties and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement");

WHEREAS, under the terms of the U.S. Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security Interest in Additional Collateral.

(a) The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral");

(A) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(B) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(C) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(D) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

(b) In connection with such grant, Schedule B of the Existing IP Security Agreement is hereby deemed supplemented to add and incorporate the Collateral listed on Schedule A attached to this IP Security Agreement Supplement.

(c) From and after the date hereof, all references in the Existing IP Security Agreement to "this Agreement", "hereof", "herein", and similar terms shall mean and refer to the Existing IP Security Agreement, as supplemented by this IP Security Agreement Supplement, and all references in other documents to the Existing IP Security Agreement shall mean such agreement as supplemented by this IP Security Agreement Supplement.

SECTION 2. Ratification. The Grantor hereby ratifies and confirms the grant of the security interest in and the continuing lien on its Collateral (as defined in the Existing IP Security Agreement (as amended pursuant to this IP Security Agreement Supplement)) in favor of the Agent contained in the Existing IP Security Agreement and agrees that the grant of a security interest in such Collateral by the Grantor secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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 agreement.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

GRANTOR:

UNITED RENTALS, INC.


By: 

Name: Irene Moshouris

Title: Senior Vice President and
Treasurer

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 
Name: CYNTHIA G. STANDARD
Title: SR. VICE PRESIDENT



[SIGNATURE PAGE -- SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

64867829

TRADEMARK
REEL: 006251 FRAME: 0896

SCHEDULE A

Trademarks

Owner	Jurisdiction	Trademark	Application Number	Registration Number	Filing Date
United Rentals, Inc.	United States	NEFF RENTAL	78697615	3205229	August 22, 2005
United Rentals, Inc.	United States		78709447	3200938	September 8, 2005
United Rentals, Inc.	United States		78705418	3200927	September 1, 2005
United Rentals, Inc.	United States	WE CARE MORE	78697473	3467842	August 22, 2005
United Rentals, Inc.	United States	WE HAVE IT . . .	86093901	4537563	October 17, 2013