

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458997

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNITED RENTALS, INC.		01/17/2018	Corporation: DELAWARE
UNITED RENTALS (NORTH AMERICA), INC.		01/17/2018	Corporation: DELAWARE
UNITED RENTALS (DELAWARE), INC.		01/17/2018	Corporation: DELAWARE
UNITED RENTALS FINANCING LIMITED PARTNERSHIP		01/17/2018	Limited Partnership: DELAWARE
UNITED RENTALS HIGHWAY TECHNOLOGIES GULF, LLC		01/17/2018	Limited Liability Company: DELAWARE
UNITED RENTALS REALTY, LLC		01/17/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	150 East 42nd Street
Internal Address:	40th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
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: 2122919868

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.

TRADEMARK

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: 01/22/2018

Total Attachments: 6

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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO 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 17, 2018, is made by UNITED RENTALS, INC., a Delaware corporation (“Holdings”), UNITED RENTALS (NORTH AMERICA), INC., a Delaware corporation (the “Company”) and the other Persons listed on the signature pages hereof as a Grantor (together with Holdings and the Company, the “Grantors”) in favor of Wells Fargo Bank, National Association, a national banking association, as collateral agent (the “Collateral Agent”) for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, on March 9, 2012, the Company and the other Grantors entered into the Indenture pursuant to which the Company’s 5.75% Senior Secured Notes due 2018 were issued;

WHEREAS, pursuant to the Indenture, the Grantors entered into the Security Agreement, dated as of July 23, 2012 (the “Original Security Agreement”), among the Grantors, the Note Trustee and the Collateral Agent, in order to grant to the Collateral Agent (for the ratable benefit of the secured parties thereunder) a second priority security interest in the Collateral to secure their respective Indenture Obligations;

WHEREAS, on March 26, 2015, the Company and the other Grantors entered into that certain indenture pursuant to which the Company’s 4.625% Senior Secured Notes due 2023 were issued (the “2015 Secured Indenture”);

WHEREAS, on March 26, 2015, the trustee under the 2015 Secured Indenture entered into the Secured Party Security Agreement Supplement as an “Additional Second Lien Agent” under the Original Security Agreement (the Original Security Agreement as supplemented by the Secured Party Security Agreement Supplement, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors entered into the Intellectual Property Security Agreement; and

WHEREAS, the Grantors and the Collateral Agent have agreed to supplement the Intellectual Property Security Agreement to evidence Grantors’ grant to the Collateral Agent for the ratable benefit of the Secured Parties of a security interest in additional Collateral (as defined therein);

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

SECTION 1. Grant of Security Interest in Additional Collateral.

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

(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 Intellectual Property 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 Intellectual Property Security Agreement to "this Agreement", "hereof", "herein", and similar terms shall mean and refer to the Intellectual Property Security Agreement, as supplemented by this IP Security Agreement Supplement, and all references in other documents to the Intellectual Property Security Agreement shall mean such agreement as supplemented by this IP Security Agreement Supplement.

SECTION 2. Recordation. Each 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 3. 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 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

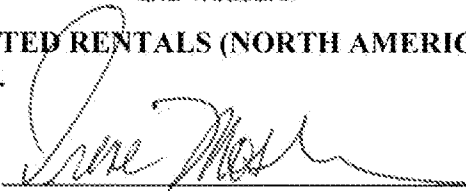
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

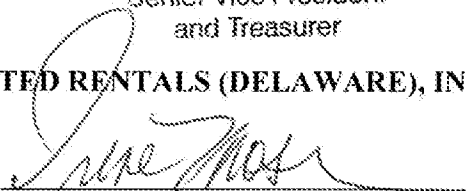
UNITED RENTALS, INC.

By: 
Name: Irene Moshouris
Title: Senior Vice President
and Treasurer

**UNITED RENTALS (NORTH AMERICA),
INC.**

By: 
Name: Irene Moshouris
Title: Senior Vice President
and Treasurer

UNITED RENTALS (DELAWARE), INC.

By: 
Name: Irene Moshouris
Title: Vice President
and Treasurer

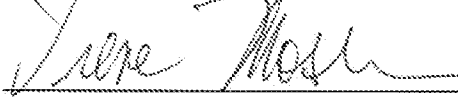
**UNITED RENTALS FINANCING
LIMITED PARTNERSHIP**

By its General Partner, United Rentals of Nova
Scotia (No. 1), ULC

By: 
Name: _____
Title: Irene Moshouris
Vice President
and Treasurer

**UNITED RENTALS HIGHWAY
TECHNOLOGIES GULF, LLC**

By its Sole Initial Member, United Rentals
(North America), Inc.

By: 
Name: _____
Title: Irene Moshouris
Vice President
and Treasurer

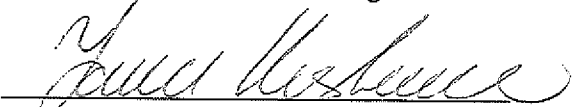
UNITED RENTALS REALTY, LLC

By its Managing Member, United Rentals
(North America), Inc.

By: 
Name: _____
Title: Irene Moshouris
Vice President
and Treasurer

COLLATERAL AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Collateral Agent

By: 



Name:

Yana Kislenco
Vice President

Title:

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