

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nickell Equipment Rental & Sales, Inc.		02/14/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sunbelt Rentals, Inc.		
<b>Street Address:</b>	2341 Deerfield Drive		
<b>City:</b>	Fort Mill		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29715		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4604313	NICKELL RENTAL IDEA! SOLUTION! DONE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	919-828-0564		
<b>Email:</b>	trademarks@parkerpoe.com		
<b>Correspondent Name:</b>	William S. Fultz		
<b>Address Line 1:</b>	301 Fayetteville Street, Suite 1400		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	157672		
<b>NAME OF SUBMITTER:</b>	William S. Fultz		
<b>SIGNATURE:</b>	/wsf/		
<b>DATE SIGNED:</b>	03/26/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of February 14, 2018 (the “Effective Date”), is made by Nickell Equipment Rental & Sales, Inc., a Georgia corporation (“Seller”), in favor of Sunbelt Rentals, Inc., a North Carolina corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of the date hereof (the “Asset Purchase Agreement”).

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as of the Effective Date, all of Seller’s 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 Seller 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 Effective Date, 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. Seller hereby authorizes 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, Seller 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 Seller 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.

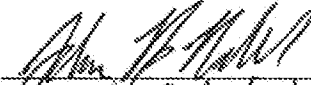
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

[SIGNATURE PAGE FOLLOWS]

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

Nickell Equipment Rental & Sales,  
Inc.

By:   
Name: Joshua B. Nickell  
Title: CEO

Sunbelt Rentals, Inc.

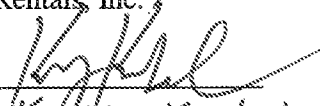
By: \_\_\_\_\_  
Name:  
Title:

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


Nickell Equipment Rental & Sales,  
Inc.

By: \_\_\_\_\_  
Name:  
Title:

Sunbelt Rentals, Inc.

By:   
Name: Kurt J. Kentel  
Title: EVP

**Exhibit A – Assigned Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Reg. Owner</b>
	US	4604313	09/16/2014	Nickell Rental 345 Postwood Drive Fayetteville, Georgia 30215