

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNBELT RENTALS, INC.		04/09/2018	Corporation: NORTH CAROLINA
SUNBELT RENTALS INDUSTRIAL SERVICES, LLC		04/09/2018	Limited Liability Company: DELAWARE
SUNBELT RENTALS SCAFFOLD SERVICES, LLC		04/09/2018	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	300 Galleria Parkway, 8th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339-3153
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3355475	THE "NO SWEAT" GUARANTEE
Registration Number:	4326796	P PRECISION STEEL WORKS
Registration Number:	4294618	JMR INDUSTRIES
Registration Number:	4192812	TEMPORARY EQUIPMENT, LIFETIME CUSTOMERS.
Registration Number:	3633846	RENTACOOOL
Registration Number:	2689528	THERMAL PEST MANAGEMENT
Registration Number:	3207163	SAFE-HEAT
Registration Number:	2641850	MOBILE COOL
Registration Number:	2638214	TOPP
Registration Number:	2787955	
Registration Number:	2574051	PEST-HEAT
Registration Number:	1739670	SAFE-HEAT
Registration Number:	4216361	EMPIRE SCAFFOLD A SUNBELT RENTALS COMPAN
Registration Number:	4429548	GEAR BOX
Registration Number:	4536130	GET IT DONE. RENT IT NOW!

CH \$690.00 3355475

Property Type	Number	Word Mark
Registration Number:	4366637	ML METROLIFT, INC. "EXCELLENCE IN LIFTIN
Registration Number:	5195834	SUNBELT RENTALS
Registration Number:	5200128	SUNBELT RENTALS
Registration Number:	3444353	PORTABLE RENTAL SOLUTIONS
Registration Number:	2585167	MSP EQUIPMENT RENTALS
Registration Number:	4855996	ONESOURCE COOLING
Registration Number:	5145229	CONTRACTOR TOOL TAILGATE
Registration Number:	5179664	CONTRACTOR TOOL TAILGATE
Registration Number:	5157669	CC COMMANDCENTER
Registration Number:	5226326	LOAD BANKS OF AMERICA
Registration Number:	5226325	LOADBANKS OF AMERICA
Serial Number:	86868800	TOOL FLEX

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: Ashtead 11993.015010

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 04/16/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 9, 2018, by SUNBELT RENTALS, INC., a North Carolina corporation ("Sunbelt"), SUNBELT RENTALS INDUSTRIAL SERVICES, LLC, a Delaware limited liability company ("SRIS"), and SUNBELT RENTALS SCAFFOLD SERVICES, LLC, a Louisiana limited liability company ("Sunbelt Rentals"; and together with Sunbelt and SRIS, hereinafter, each individually as "Grantor" and individually and collectively, jointly and severally, as "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as agent for itself, the Lenders (as defined below) and the Agents (as defined in the Loan Agreement described below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated August 31, 2006, by and among ASHTEAD HOLDINGS, LLC, a Delaware limited liability company ("AHL"), Sunbelt, Sunbelt Rentals, SRIS, EVE TRAKWAY LIMITED, a company registered in England and Wales ("ETL") and ASHTEAD PLANT HIRE COMPANY LIMITED, a company registered in England and Wales ("Plant Hire") (AHL, Sunbelt, Empire, SRIS, ETL and Plant Hire, together with their respective successors, being referred to collectively as "Borrowers", and individually as a "Borrower"), ASHTEAD GROUP PUBLIC LIMITED COMPANY, as a Guarantor and as Borrower Representative (in its capacity as Borrower Representative, "Borrower Representative"), the Lenders signatory thereto, the Administrative Agent and the other agents party thereto, as amended by that certain First Amendment to Loan and Security Agreement, dated as of May 1, 2008, as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of November 23, 2009, as further amended by that certain Third Amendment to Loan and Security Agreement, dated as of March 28, 2011, as further amended by that certain Fourth Amendment to the Loan and Security Agreement, dated as of August 22, 2013, as further amended by that certain Fifth Amendment to the Loan and Security Agreement, dated as of July 27, 2015, as further amended by that certain Sixth Amendment to the Loan and Security Agreement, dated as of December 22, 2016, and as further amended by that certain Seventh Amendment to the Loan and Security Agreement, dated as of July 28, 2017 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders and the Agents have agreed to make the Loans (as defined in the Loan Agreement) and other financial accommodations to the Borrowers; and

WHEREAS, pursuant to Loan Agreement, each Grantor is required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance of all of the Obligations, each Grantor hereby grants to the Administrative Agent a continuing security interest in all of the following personal property of such Grantor, whether now owned or existing or hereafter created, acquired or arising and wheresoever located (collectively, the "Trademark Collateral"):

(a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, brandnames and goodwill, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof (each a "Trademark");

(b) all renewals, reissues, continuations or extensions of the foregoing;

(c) all income, royalties and other payments now and hereafter due and/or payable under and with respect to the foregoing, including, without limitation, payments under all licenses entered into in connection therewith;

(d) all goodwill of the business connected with the use of each Trademark and each license with respect to a Trademark; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license.


Notwithstanding the foregoing, the Trademark Collateral shall not include any lease, license, contract, property right or agreement to which any Grantor is a party, any of its rights or interests thereunder or any property that is the subject thereof (which property is adequately described for purposes of Section 9-108 of the UCC) if and for so long as the grant of the security interest hereunder shall constitute or result in (i) the abandonment, invalidation or unenforceability of any material right, title or interest of such Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles or equity), provided, however, that such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation, unenforceability, breach or termination shall be remedied or avoided and (y) to the extent severable, to any portion of such lease, license, contract, property right or agreement that does not result in any of the consequences specified in clauses (i) or (ii) above.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the provisions of the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement. If any provision contained in this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the provision in the Loan Agreement shall govern and control.


[Signature Page Follows]

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


SUNBELT RENTALS, INC.

By: 
Name: John Schoenberger
Title: Senior Vice President - Finance

SUNBELT RENTALS INDUSTRIAL
SERVICES, LLC


By: 
Name: John Schoenberger
Title: Senior Vice President - Finance

SUNBELT RENTALS SCAFFOLD
SERVICES, LLC

By: 
Name: John Schoenberger
Title: Senior Vice President Finance

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: John A. Yankauskas
Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks and Service Marks (including pending applications, as indicated)

Trademark/Service Mark	Registration Date	Registration or Application No., as applicable	Renewal Date	Record Owner
THE "NO SWEAT" GUARANTEE.	12/18/07	3,355,475	12/18/27	Sunbelt Rentals, Inc.
P PRECISION STEEL WORKS & Design	4/30/13	4,326,796	4/30/23	Sunbelt Rentals, Inc.
JMR INDUSTRIES*	2/26/13	4,294,618	2/26/23	Sunbelt Rentals Industrial Services, LLC
TEMPORARY EQUIPMENT, LIFETIME CUSTOMERS.	8/21/12	4,192,812	8/21/22	Sunbelt Rentals, Inc.
RENTACOOOL	6/9/09	3,633,846	6/9/19	Sunbelt Rentals, Inc.
THERMAL PEST MANAGEMENT	2/18/03	2,689,528	2/18/23	Sunbelt Rentals, Inc.
SAFE-HEAT	2/13/07	3,207,163	2/13/27	Sunbelt Rentals, Inc.
MOBILE COOL	10/29/02	2,641,850	10/29/22	Sunbelt Rentals, Inc.
TOPP (Stylized)	10/22/02	2,638,214	10/22/22	Sunbelt Rentals, Inc.
Miscellaneous Design (Insect)	12/2/03	2,787,955	12/2/23	Sunbelt Rentals, Inc.
PEST-HEAT	5/28/02	2,574,051	5/28/22	Sunbelt Rentals, Inc.
SAFE-HEAT	12/15/92	1,739,670	12/15/22	Sunbelt Rentals, Inc.
EMPIRE SCAFFOLD A SUNBELT RENTALS COMPANY & Design	10/2/12	4,216,361	10/2/22	Empire Scaffold, LLC
GEAR BOX & Design	11/5/13	4,429,548	11/5/23	Sunbelt Rentals, Inc.
GET IT DONE. RENT IT NOW!	5/27/14	4,536,130	5/27/24	Sunbelt Rentals, Inc.
ML METROLIFT, INC. "EXCELLENCE IN LIFTING" & Design	7/16/13	4,366,637	7/16/23	Sunbelt Rentals, Inc.
SUNBELT RENTALS	5/2/17	5,195,834	5/2/27	Sunbelt Rentals, Inc.
SUNBELT RENTALS & Gear Design	5/9/17	5,200,128	5/9/27	Sunbelt Rentals, Inc.
PORTABLE RENTAL SOLUTIONS	6/10/08	3,444,353	6/10/18	Sunbelt Rentals, Inc.
MSP EQUIPMENT RENTALS	6/25/02	2,585,167	6/25/22	Sunbelt Rentals, Inc.
ONESOURCE COOLING	11/17/15	4,855,996	11/17/25	Sunbelt Rentals, Inc.
CONTRACTOR TOOL TAILGATE	2/21/17	5,145,229	2/21/27	Sunbelt Rentals, Inc.
CONTRACTOR TOOL TAILGATE & Design	4/11/17	5,179,664	4/11/27	Sunbelt Rentals, Inc.
CC COMMANDCENTER & Design	3/7/17	5,157,669	3/7/27	Sunbelt Rentals, Inc.
LOAD BANKS OF AMERICA	6/20/17	5,226,326	6/20/27	Sunbelt Rentals, Inc.

Trademark/Service Mark	Registration Date	Registration or Application No., as applicable	Renewal Date	Record Owner
LOADBANKS OF AMERICA & Design	6/20/17	5,226,325	6/20/27	Sunbelt Rentals, Inc.
TOOL FLEX (pending application)		86/868,800		Sunbelt Rentals, Inc.