ETAS ID: TM486687

# Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

TRADEMARK ASSIGNMENT COVER SHEET

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunbelt Rentals Industrial Services, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Sunbelt Rentals, Inc.	
Street Address:	2341 Deerfield Drive	
City:	Fort Mill	
State/Country:	SOUTH CAROLINA	
Postal Code:	29715	
Entity Type:	Corporation: NORTH CAROLINA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4294618	JMR INDUSTRIES

#### **CORRESPONDENCE DATA**

Fax Number:

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: 919-828-0564

trademarks@parkerpoe.com Email:

William S. Fultz **Correspondent Name:** 

Address Line 1: Parker Poe Adams & Bernstein LLP Address Line 2: 301 Fayetteville Street, Suite 1400 Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	124242
NAME OF SUBMITTER:	William S. Fultz
SIGNATURE:	/wsf/
DATE SIGNED:	08/20/2018

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 006418 FRAME: 0840

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#### ASSIGNMENT OF TRADEMARK AND ACCOMPANYING GOODWILL

This Assignment of Trademark and Accompanying Goodwill (this "Assignment") is made by and between Sunbelt Rentals Industrial Services, LLC, a Delaware limited liability company ("Assignor"), and Sunbelt Rentals, Inc., a North Carolina corporation ("Assignee"), effective as of the 17+14 day of July, 2018 ("Effective Date").

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the trademark (the "Mark") that is the subject of the registration shown on Exhibit A hereto (the "Registration"), and Assignee is desirous of acquiring all of Assignor's rights in and relating to the Mark throughout the world, and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, and with the intention of being legally bound hereby, the Parties agree as follows:

- 1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, as of the Effective Date, all of Assignor's right, title, and interest in and to the Mark (including the Registration and all renewals thereof) and all common law rights in the Mark, together with the goodwill symbolized thereby, and together with (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (b) 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 (c) any and all interests, claims, and rights for damages and profits by reason of any past infringement or unauthorized use of the Mark, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Mark, use of confusingly similar marks or names by others, and all other related causes of action and the right to sue therefor, whether accruing before, on, or after the date hereof.
- 2. <u>Further Acts</u>. Each party shall perform all reasonable additional acts, including without limitation executing any additional documents that may be required in Assignee's reasonable discretion in order to transfer all of Assignor's rights, title, and interest in and to the Mark and/or the rights appurtenant thereto to Assignee, its successors, or assigns. In addition, Assignee shall be entitled to record promptly this Assignment with the United States Patent and Trademark Office.
- 3. <u>Miscellaneous</u>. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Assignment shall exclusively be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). This agreement shall be worldwide in scope.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date indicated above to be effective as of the Effective Date.

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ASSIGNOR:	ASSIGNEE:
Sunbelt Rentals Industrial Services, LLC	Sunbelt Rentals, Inc.
By: Myllel	By:
Printed Name: Kurt J. Kenkel	Printed Name: Kurt J. Kenkel
Title: _VP and Secretary	Title:EVP Administration & Business

## Exhibit A

	Mark	Jurisdiction	Reg. No.	Reg. Date
J	MR INDUSTRIES	USA	4294618	February 26, 2013

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**RECORDED: 08/20/2018**