

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Underground Safety Equipment, LLC		11/08/2018	Limited Liability Company: ARIZONA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3246290	TM	
Registration Number:	3196053	TRENCH MAN HE SAVES LIVES...AND MONEY!	
CORRESPONDENCE DATA			
Fax Number:			
<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:	919-828-0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William S. Fultz		
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:	161862		
NAME OF SUBMITTER:	William S. Fultz		
SIGNATURE:	/wsf/		
DATE SIGNED:	12/03/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of November 8, 2018 (the “**Effective Date**”), is made by Underground Safety Equipment, LLC, an Arizona limited liability company (“**Seller**”), in favor of Sunbelt Rentals, Inc., a North Carolina corporation (“**Buyer**”), the purchaser of substantially all of the 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 and the Secretaries of State of Alabama, Arkansas, Kentucky, Mississippi, Missouri and Tennessee, as applicable;

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 and service marks 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 and service mark 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 and Secretaries of State of Alabama, Arkansas, Kentucky, Mississippi, Missouri and Tennessee, as applicable, 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 Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona 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.

Underground Safety Equipment, LLC

By: 

Name: Christopher J. Nute

Title: Chief Financial Officer

Sunbelt Rentals, Inc.

By: _____

Name: Kurt J. Kenkel

Title: Executive Vice President

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

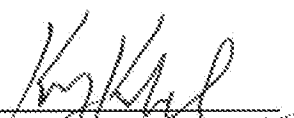
Underground Safety Equipment, LLC

By: _____

Name:

Title: _____

Sunbelt Rentals, Inc.

By:  _____

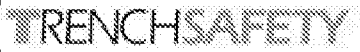
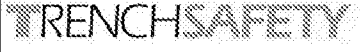


Name: Kurt J. Kenkel

Title: Executive Vice President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006493 FRAME: 0022

Exhibit A – Assigned Trademarks

Mark	Jurisdiction	Reg. No.	Goods & Services	Current Status
TM and Design	U.S.	3246290	IC 35 Retail store services featuring construction equipment IC 37 Rental of construction equipment	Cancelled for failure to timely file statement of use
TRENCH MAN He saves lives...and money!	U.S.	3196053	IC 35 Retail store services featuring construction equipment IC 37 Rental of construction equipment	Live
TRENCHSAFETY	Alabama	107918	IC 37 Construction and repair	Live
	Arkansas	500001553	IC 35, 37 Rental and sale of trench and excavation equipment and supplies	Live
	Kentucky	017526.02	IC 37 Rental and sale of trench and excavation equipment and supplies	Live
	Mississippi	14017	IC 35, 37 Rental and sale of trench and excavation equipment and supplies	Live
TRENCHSAFETY	Missouri	S14964	IC 35, 37 Rental and sale of trench and excavation equipment and supplies	Live
	Tennessee	42880	IC 37 Rental and sale of trench and excavation equipment and supplies	Live