

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM548084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Rentals, Inc.		11/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
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: 2			
Property Type	Number	Word Mark	
Serial Number:	88310336	THE WORLD'S FIRST WORKSITE PERFORMANCE C	
Serial Number:	88310171	WORKSITE PERFORMANCE	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1148702 TM 3		
NAME OF SUBMITTER:	Hannah Schultz		
SIGNATURE:	/Hannah Schultz/		
DATE SIGNED:	11/05/2019		
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 November 4, 2019, is made by UNITED RENTALS, INC., a Delaware corporation (“Holdings” or the “Grantor”), 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 26, 2015, United Rentals (North America), Inc. (“URNA”), Holdings and the other guarantors party thereto entered into that certain indenture pursuant to which URNA’s 4.625% Senior Secured Notes due 2023 were issued (the “2015 Secured Indenture”);

WHEREAS, pursuant to the 2015 Secured Indenture, the Grantor entered into the Amended and Restated Security Agreement, effective as of April 13, 2015, among the Grantor, URNA, the other grantors party thereto, the Notes Trustee and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Original Security Agreement”), in order to grant 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 November 4, 2019, URNA, Holdings and the other guarantors party thereto entered into that certain indenture pursuant to which URNA’s 3.875% Senior Secured Notes due 2027 were issued (the “2019 Secured Indenture”);

WHEREAS, on November 4, 2019, the trustee under the 2019 Secured Indenture entered into the Secured Party Security Agreement Supplement as an “Additional Second Lien Agent” under the Original Security Agreement;

WHEREAS, pursuant to the 2019 Secured Indenture, the Grantor entered into the Second Amended and Restated Security Agreement, effective as of November 20, 2019, among the Grantor, URNA, the other grantors party thereto, the Notes Trustee and the Collateral Agent (the “Amended and Restated Security Agreement”, and the Original Security Agreement, as supplemented by the Secured Party Security Agreement Supplement, as amended by the Amended and Restated Security Agreement and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to grant 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, pursuant to the Security Agreement, the Grantor entered into the Intellectual Property Security Agreement; and

WHEREAS, the Grantor and the Collateral Agent have agreed to supplement the Intellectual Property Security Agreement to evidence Grantor’s 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, the Grantor agrees as follows:

SECTION 1. Grant of Security Interest in Additional Collateral.

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

(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. The Grantor authorizes and requests that the Commissioner for Patents and 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.

GRANTOR:

UNITED RENTALS, INC.

By: 

Name: Irene Moshouris

Title: Senior Vice President and Treasurer

[SIGNATURE PAGE -- SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECURED NOTES)]

TRADEMARK
REEL: 006787 FRAME: 0691

COLLATERAL AGENT:

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

By: 

Name: Patrick Giordano

Title: Vice President

SCHEDULE A

Trademarks

Grantor	Country	Mark	Application No.	Registration No.
United Rentals, Inc.	UNITED STATES	THE WORLD'S FIRST WORKSITE PERFORMANCE COMPANY	88/310,336	
United Rentals, Inc.	UNITED STATES	WORKSITE PERFORMANCE	88/310,171	