

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miami Tool Rental, Inc.		03/30/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Herc Rentals Inc.		
Street Address:	27500 Riverview Center Blvd		
Internal Address:	Ste 100		
City:	Bonita Springs		
State/Country:	FLORIDA		
Postal Code:	34134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5773644	MIAMI TOOL RENTAL	
Registration Number:	6029019	M	
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>			
Email:	joanna.crosby@hklaw.com,dan.barksy@hklaw.com,ptdocketing@hklaw.com		
Correspondent Name:	Joanna Crosby		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Joanna Crosby		
SIGNATURE:	/joannacrosby/		
DATE SIGNED:	04/12/2023		
Total Attachments: 6			
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OP \$65.00 5773644

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is dated March 30, 2023, by and between Miami Tool Rental, Inc., a Florida corporation (“**Seller**”), in favor of Herc Rentals Inc., a Delaware corporation (“**Purchaser**”). Seller and Purchaser are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Seller is the proprietor of certain worldwide intellectual property, including but not limited to copyrights, trademarks, designs and corresponding applications and registrations, and any renewals thereof, as set forth on Schedule 1 (collectively, the “**Intellectual Property**”), together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property; and

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated of even date herewith, among Purchaser, Seller and Yani Leyte-Vidal (the “**Asset Purchase Agreement**”), whereby Seller has conveyed, transferred and assigned to Purchaser, among other assets, the Intellectual Property and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. On and subject to the terms and conditions set forth in this Agreement, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts all of Seller’s right, title and interest in and to:

- a. the Intellectual Property, including all goodwill of the business associated with the trademarks and the right to sue for past, present and future infringements of the trademarks;
- b. all rights of any kind whatsoever of Seller accruing under any of the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- 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, or after the date hereof, 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, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Intellectual Property to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Agreement 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 Purchaser with respect to the Intellectual Property. 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 Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic signature, 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 Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

7. Waiver. No waiver by any Party in one or more instances of any of the provisions of this Agreement or the breach thereof shall establish a precedent for any other instance with respect to that or any other provision. Furthermore, in case of waiver of a particular provision, all other provisions of this Agreement will continue in full force and effect.

8. Severability. If any provision of this Agreement is held to be invalid or unenforceable, all other provision shall nevertheless continue in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

SELLER

Miami Tool Rental, Inc.

By: 

Name: Yani Leyte-Vidal

Title: President

PURCHASER

Herc Rentals Inc.

By: _____

Name: Mark Humphrey

Title: Senior Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

SELLER

Miami Tool Rental, Inc.

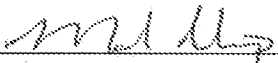
By: _____

Name: Yani Leyte-Vidal

Title: President

PURCHASER

Herc Rentals Inc.

By:  _____

Name: Mark Humphrey

Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

Intellectual Property

Trademark No. 1

MIAMI TOOL RENTAL

Word Mark MIAMI TOOL RENTAL

Goods and Services IC 037. US 100 103 106. G & S: Rental services in the field of tools and equipment. FIRST USE: 20031215. FIRST USE IN COMMERCE: 20031215

**Standard
Characters
Claimed**

**Mark Drawing
Code** (4) STANDARD CHARACTER MARK

Serial Number 88120251

Filing Date September 17, 2018

Current Basis 1A

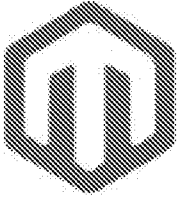
**Original Filing
Basis** 1A

**Published for
Opposition** March 26, 2019

**Registration
Number** 5773644

Registration Date June 11, 2019

Trademark No. 2



Word Mark M

Goods and Services IC 037. US 100 103 106. G & S: Rental services in the field of construction tools and equipment. FIRST USE: 20190101. FIRST USE IN COMMERCE: 20190101

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.15.01 - Polygons as carriers or as single or multiple line borders
27.03.01 - Geometric figures forming letters, numerals or punctuation

Serial Number 88620294

Filing Date September 17, 2019

Current Basis 1A

Original Filing Basis 1A

Published for Opposition January 21, 2020

Registration Number 6029019

Registration Date April 7, 2020