

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI150352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herc Rentals Inc.		04/08/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Herc Build, LLC		
Street Address:	27500 Riverview Center Blvd.		
Internal Address:	Bldg. 7, Ste. 100		
City:	Bonita Springs		
State/Country:	FLORIDA		
Postal Code:	34134		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5573975	AMERICAN SHORING	
Registration Number:	4684291	MIGHTY LITE	
Registration Number:	3733873	ROCK BOX	
Registration Number:	4671875	SLIP-NOT	
Registration Number:	5662408	SO LITE	
Registration Number:	2274124	Z-BOX	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
<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:	6172613100		
Email:	kathleen.burch@klgates.com		
Correspondent Name:	Mrs. Kathleen M Burch		
Address Line 1:	1 Congress Street, Suite 2900		
Address Line 4:	Boston, MASSACHUSETTS 02114		
ATTORNEY DOCKET NUMBER:	2862103.00036		
NAME OF SUBMITTER:	Kathleen Burch		
SIGNATURE:	Kathleen Burch		

CH \$165.00.00 87760648

DATE SIGNED:	04/08/2024
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) dated as of April 8, 2024, is made by Herc Rentals Inc., a Delaware corporation (“Assignor”), in favor of Herc Build, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor has purchased substantially all of the assets of American Shoring Inc., a New York corporation (“Seller”), pursuant to that certain Asset Purchase Agreement, by and among Assignor, Seller, and the other parties named therein, dated as of January 23, 2024 (the “APA”);

WHEREAS, under the terms of the APA, Seller has conveyed, transferred and assigned to Assignor, among other assets, certain intellectual property of Seller, including those set forth on Schedule 1 attached hereto, and the goodwill of Seller’s business connected with the use thereof (the “Assigned Trademarks”);

WHEREAS, Assignee is a subsidiary of Assignor and Assignor wishes to contribute the Assigned Trademarks to Assignee; and

WHEREAS, Assignor and Assignee now wish to execute and deliver this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the parties hereto hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the date hereof, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including any and all common law rights thereof, together with all goodwill associated therewith, and any renewals and extensions thereof that may hereafter be secured under the laws in effect in the United States or any other country of jurisdiction throughout the world, free and clear of all encumbrances.

2. Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including any and all common law rights thereof, together with all goodwill associated therewith.

3. Following the date hereof, Assignor shall take such steps and actions and provide such cooperation and assistance to Assignee 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 Assignee, its legal representatives or any assignee or successor thereto. Assignee may record this Agreement with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

4. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, e-mail or other electronic delivery shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original executed version of this Agreement for all purposes.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. 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 Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Remainder of page intentionally left blank; signature page follows]

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

Herc Rentals Inc.

By: DocuSigned by:

Mark Humphrey

530D09EE7CDF487
Name: Mark Humphrey

Title: Senior Vice President and Chief
Financial Officer

Address for Notices:

27500 Riverview Center Blvd.,

Bldg. 7, Ste. 100

Bonita Springs, FL 34134

[Signature Page to Trademark Assignment Agreement (Herc Rentals Inc. to Herc Build, LLC)]

TRADEMARK
REEL: 008392 FRAME: 0063

SCHEDULE 1

ASSIGNED TRADEMARKS

Registrations

Mark	Country	Registration Date	Registration No.	Classes	Status
Word Mark AMERICAN SHORING	UNITED STATES	10/02/2018	5,573,975	037, 040, 041	REGISTERED
Word Mark MIGHTY LITE	UNITED STATES	02/10/2015	4,684,291	06	REGISTERED
Word Mark ROCK BOX	UNITED STATES	01/05/2010	3,733,873	06	REGISTERED
Word Mark SLIP-NOT	UNITED STATES	01/13/2015	4,671,875	06	REGISTERED
Word Mark SO LITE	UNITED STATES	01/22/2019	5,662,408	06	REGISTERED
Word Mark Z-BOX	UNITED STATES	08/31/1999	2,274,124	06	REGISTERED

Common Law: None.