

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI150249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Shoring Inc.		02/14/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Herc Rentals Inc.		
Street Address:	27500 Riverview Center Blvd.		
City:	Bonita Springs		
State/Country:	FLORIDA		
Postal Code:	34134		
Entity Type:	Corporation: 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		
DATE SIGNED:	04/08/2024		

CH \$165.00.00 87760648

Total Attachments: 5

source=Eagle - Trademark Assignment Agreement (Executed)#page1.tif

source=Eagle - Trademark Assignment Agreement (Executed)#page2.tif

source=Eagle - Trademark Assignment Agreement (Executed)#page3.tif

source=Eagle - Trademark Assignment Agreement (Executed)#page4.tif

source=Eagle - Trademark Assignment Agreement (Executed)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of February 14, 2024, by and between American Shoring Inc. a New York corporation (“Assignor”) and Herc Rentals Inc., a Delaware corporation (“Assignee”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of January 23, 2024 (the “APA”), which sets forth, among other things, the terms of the contribution, conveyance, assignment, transfer and delivery from Assignor to Assignee of certain intellectual property assets; and

WHEREAS, the intellectual property assets include the rights to the trademarks and applications and registrations owned by Assignor, including those set forth on Schedule 1 attached hereto, and the goodwill of Assignor’s business connected with the use thereof (the “Assigned Trademarks”); and

WHEREAS, pursuant to the APA, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor’s right, title, and interest in and to the Assigned Trademarks.

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

1. In accordance with and subject to the terms of the APA, and for the consideration set forth in the APA, 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. In accordance with and subject to the provisions of the APA and this Agreement, 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, but at Assignee’s expense and charge, take such lawful 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; provided, however, that any steps and actions taken as a result of a breach of a representation or warranty of the APA shall not be at Assignee’s expense and charge. Assignee may record this Assignment 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 Assignment 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 Assignment and of signature pages by facsimile transmission, e-mail or other electronic delivery shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original executed version of this Assignment 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 New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

AMERICAN SHORING INC.

As Assignor

By: DocuSigned by:
John Maragliano III
BBC2E875292540E...

Name: John Maragliano, III

Title: President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 008392 FRAME: 0048**

Acknowledged and accepted by:

HERC RENTALS INC.

As Assignee

By: DocuSigned by:
 _____
320020EE7C0F457

Name: Mark Humphrey

Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008392 FRAME: 0049

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