

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5647786

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HERC RENTALS INC.	07/31/2019
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A.	
Street Address:	100 FEDERAL STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16111925
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	614-280-3566	
Email:	james.murray@wolterskluwer.com	
Correspondent Name:	JAMES MURRAY	
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125	
Address Line 2:	CT CORPORATION	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	SYED HUMZA MOINUDDIN	
SIGNATURE:	/Syed Humza Moinuddin/	
DATE SIGNED:	08/01/2019	
Total Attachments: 6		
source=USPTO Patent Security Agreement (Sent 08_01_19) (Herc)_V_1#page1.tif		
source=USPTO Patent Security Agreement (Sent 08_01_19) (Herc)_V_1#page2.tif		
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

HERC RENTALS INC.

Execution Date(s) July 31, 2019

Additional names of conveying parties attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.

Internal
Address:

Street Address: 100 Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of
Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Schedule A

See Attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence
concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and
registrations involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

July 31, 2019

Date

Syed Humza Moinuddin

Name of Person Signing

Total number of pages including cover sheet, attachments,
and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, this "Agreement"), dated as of July 31, 2019, is entered into by each of the undersigned (each, a "Grantor") in favor of BANK OF AMERICA, N.A., as agent ("Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the indebtedness under such agreement or successor agreements, the "ABL Credit Agreement"), among Herc Holdings Inc., a Delaware corporation ("Herc Holdings"), the Grantors, certain other subsidiaries of Herc Holdings, the Lenders, Agent and the other parties thereto.

WHEREAS, under the ABL Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit under the ABL Credit Agreement that the Grantors shall have executed and delivered the U.S. Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "ABL Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, under the terms of the ABL Guarantee and Collateral Agreement, each Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "PTO").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein, have the meanings set forth in the ABL Credit Agreement or the ABL Guarantee and Collateral Agreement, as applicable.

1.2 "Patents" with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States patents, patent applications and patentable inventions and all reissues and extensions thereof, including, without limitation, (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENTS. Subject to the terms of the ABL Credit Agreement and the ABL Guarantee and Collateral Agreement, each Grantor hereby grants, subject to existing licenses to use the Patents granted by such Grantor in the ordinary course of

business, to the Agent, for the benefit of the Secured Parties, a security interest in all of the Patents of such Grantor, including, without limitation, the Patents listed on Schedule A hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. PURPOSE. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of a security interest with the PTO. This Agreement is expressly subject to the terms and conditions of the ABL Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the ABL Guarantee and Collateral Agreement, the terms of the ABL Guarantee and Collateral Agreement shall control in all respects.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the applicable government officer in the PTO record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the ABL Guarantee and Collateral Agreement.

SECTION 6. GENERAL.

6.1 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

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

6.3 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument. Delivery of an executed page to this Agreement by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

HERC RENTALS INC.

By: 

Name: Mark H. Irion

Title: Senior Vice President and Chief Financial
Officer

[Signature Page to Patent Security Agreement (Herc)]

BANK OF AMERICA, N.A., as Agent

By: 
Name: Polly Hae Kott
Title: SRP

Herc - Signature Pages -- Patent Security Agreement

SCHEDULE A**Patents owned by Herc Rentals Inc.**

App. No.	App. Date	Title	Current Owner	Status
16111925	8/24/2018	SYSTEM, METHOD, APPARATUS, AND PROGRAM FOR LIGHT TOWER CONTROL	Herc Rentals, Inc.	Published