

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type                 |
|-----------------------|----------|----------------|-----------------------------|
| Sunbelt Rentals, Inc. |          | 07/16/2012     | CORPORATION: NORTH CAROLINA |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | The Bank of New York Mellon, as Collateral Agent |
| Street Address: | One Canada Square                                |
| City:           | London   |
| State/Country:  | UNITED KINGDOM                                   |
| Postal Code:    | E14 5AL  |
| Entity Type:    | Banking Corporation: NEW YORK                    |

**PROPERTY NUMBERS Total: 26**

| Property Type        | Number   | Word Mark                              |
|----------------------|----------|--|
| Registration Number: | 2407059  | 1-800 NO SWEAT                         |
| Registration Number: | 2396929  | ALL YOUR EQUIPMENT NEEDS...ONE COMPANY |
| Registration Number: | 3010374  | A NEW NATION IS ON THE RISE            |
| Serial Number:       | 85627534 | GEAR BOX                               |
| Registration Number: | 3253597  | GET IT DONE. RENT IT NOW.              |
| Registration Number: | 3204871  | JUST RENT IT!                          |
| Registration Number: | 2641850  | MOBILE COOL                            |
| Registration Number: | 2312467  | NATIONSRENT                            |
| Registration Number: | 2315739  | NATIONS RENT                           |
| Registration Number: | 2787955  |  |
| Registration Number: | 2574051  | PEST-HEAT                              |
| Serial Number:       | 85545007 | P PRECISION STEEL WORKS                |
| Registration Number: | 2577640  | QUIET FLOW                             |
| Registration Number: | 3250337  | RENT. FIX. BUILD.                      |

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**TRADEMARK**

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 3633846  | RENTACOOOL                               |
| Registration Number: | 3207163  | SAFE-HEAT                                |
| Registration Number: | 1739670  | SAFE-HEAT                                |
| Registration Number: | 2459813  | SUNBELT RENTALS                          |
| Registration Number: | 2459814  | SUNBELT RENTALS                          |
| Serial Number:       | 85312164 | TEMPORARY EQUIPMENT, LIFETIME CUSTOMERS. |
| Registration Number: | 3355475  | THE "NO SWEAT" GUARANTEE.                |
| Registration Number: | 2689528  | THERMAL PEST MANAGEMENT                  |
| Registration Number: | 2638214  | TOPP                                     |
| Registration Number: | 2613082  | TOPP-COOL                                |
| Registration Number: | 2613081  | TOPP-HEAT                                |
| Registration Number: | 2333378  | VENDORFEST                               |

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 278034-005

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 07/18/2012

Total Attachments: 8  
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### RECORDATION FORM COVER SHEET TRADEMARKS 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):**

Sunbelt Rentals, Inc.

- Individual(s)
- Partnership
- Corporation- State: North Carolina
- Other \_\_\_\_\_

Citizenship (see guidelines) USA-North Carolina

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) JULY 16, 2012

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of New York Mellon, as Collateral Agent

Street Address: One Canada Square

City: London

State: \_\_\_\_\_

Country: UK Zip: E14 5AL

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other banking corp. Citizenship USA-New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

85627534 and additional numbers on attached Schedule I

B. Trademark Registration No.(s) \_\_\_\_\_

2407059 and additional numbers on attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: MAUREEN P. MURPHY, LEGAL ASSISTANT

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 PINE STREET

City: NEW YORK

State: NY Zip: 10005

Phone Number: (212) 701-3283

Docket Number: \_\_\_\_\_

Email Address: mmurphy@cahill.com

**6. Total number of applications and registrations involved:**

27

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Maureen P. Murphy  
Signature

JULY 16, 2012

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Trademark Security Agreement**, dated as of July 16, 2012, by SUNBELT RENTALS, INC. (the "Pledgor"), in favor of THE BANK OF NEW YORK MELLON, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement among ASHTEAD CAPITAL, INC., a Delaware Corporation (the "Issuer") and the entities identified on the signature pages thereto as pledgors and debtors (the "Original Guarantors") or from time to time party thereto by execution of a joinder agreement (the "Additional Guarantors," and together with the Original Guarantors, the "Guarantors") (the Issuer, together with the Guarantors, and together with any successors in such capacities, are thereafter referred to as the "Pledgors," and each, a "Pledgor") and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time:

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names and trade names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) goodwill connected with the use thereof or symbolized thereby, (ii) rights and privileges arising under applicable law with respect to the Pledgor's use of any trademarks, (iii) extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof; and

(b) all accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies insuring any of the foregoing and claims against any Person for loss of, damage to or destruction of any of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to (i) any application for a registration of a trademark or service mark filed in the United States Patent and Trademark Office on an intent-to-use basis, but only to the extent that the grant of a security interest hereunder in any such trademark or service mark application would invalidate or result in a cancellation of such trademark service mark application or any resulting registration, or (ii) any other Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor, at Pledgor's sole cost, an instrument in writing in recordable form prepared by the Pledgor releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement shall be deemed to be a second priority lien and security interest in the Pledged Collateral and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of that certain Intercreditor Agreement, dated as of July 16, 2012 (as

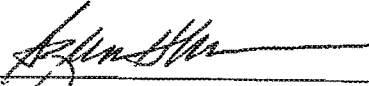
amended, restated, replaced, supplemented or otherwise modified from time to time, the “Inter-creditor Agreement”), by and between Bank of America, N.A., as First Lien Agent, The Bank of New York Mellon, as Original Second Lien Agent, and acknowledged by Ashtead Holdings public limited company and certain of its subsidiaries. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Inter-creditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SUNBELT RENTALS, INC.

By:   
Name: Suzanne Wood  
Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*



Accepted and Agreed:

THE BANK OF NEW YORK MELLON,  
as Collateral Agent

By: Michael Lee  
Name: Michael Lee  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

| Mark                                   | Filing Date | Reg./App. #   | Reg. Date  | Renew Date | Owner                 |
|--|-------------|---------------|------------|------------|-----------------------|
| 1-800 NO SWEAT                         | 11/23/1998  | 2407059       | 11/21/2000 | 11/21/2020 | Sunbelt Rentals, Inc. |
| ALL YOUR EQUIPMENT NEEDS...ONE COMPANY | 10/30/1998  | 2396929       | 10/24/2000 | 10/24/2020 | Sunbelt Rentals, Inc. |
| A NEW NATION IS ON THE RISE*           | 9/3/2004    | 3010374       | 11/1/2005  | 11/1/2015  | Sunbelt Rentals, Inc. |
| Gear Box & Design                      | 5/16/2012   | 85627534      |            |            | Sunbelt Rentals, Inc. |
| GET IT DONE. RENT IT NOW!              | 8/7/2006    | 3253597       | 6/19/2007  | 6/19/2013  | Sunbelt Rentals, Inc. |
| Just Rent It!                          | 10/20/2005  | 3204871       | 2/6/2007   | 2/6/2017   | Sunbelt Rentals, Inc. |
| MOBILE COOL                            | 12/8/2000   | 2641850       | 10/29/2002 | 10/29/2022 | Sunbelt Rentals, Inc. |
| NATIONSRENT*                           |             | 2312467       | 1/25/2000  | 1/25/2020  | Sunbelt Rentals, Inc. |
| NATIONSRENT & Design*                  |             | 2315739       | 2/8/2000   | 2/8/2020   | Sunbelt Rentals, Inc. |
| No Bug (Design)                        | 11/20/2001  | TMA62782<br>1 | 12/8/2004  | 12/8/2019  | Sunbelt Rentals, Inc. |
| No Bug (Design)                        | 5/21/2001   | 2787955       | 12/2/2003  | 12/2/2013  | Sunbelt Rentals, Inc. |
| PEST-HEAT                              | 6/12/1998   | 2574051       | 5/28/2002  | 5/28/2022  | Sunbelt Rentals, Inc. |
| Precision Steel Works                  | 2/16/2012   | 85545007      |            |            | Sunbelt Rentals, Inc. |
| QUIET FLOW                             | 9/15/2000   | 2577640       | 6/11/2002  | 6/11/2022  | Sunbelt Rentals, Inc. |
| RENT. FIX. BUILD.                      | 9/27/2006   | 3250337       | 6/12/2007  | 6/12/2017  | Sunbelt Rentals, Inc. |
| Rentacool                              | 3/20/2008   | 3633846       | 6/9/2009   | 6/9/2019   | Sunbelt Rentals, Inc. |
| SAFE-HEAT                              | 9/22/2005   | 3207163       | 2/13/2007  | 2/13/2017  | Sunbelt Rentals, Inc. |
| SAFE-HEAT (Design)                     | 4/20/1992   | 1739670       | 12/15/1992 | 12/15/2022 | Sunbelt Rentals, Inc. |
| SUNBELT RENTALS                        | 6/22/2000   | 2459813       | 6/12/2001  | 6/12/2021  | Sunbelt Rentals, Inc. |

| Mark                                     | Filing Date | Reg./App. # | Reg. Date  | Renew Date | Owner                 |
|--|-------------|-------------|------------|------------|-----------------------|
| SUNBELT RENTALS and Gear Design (B/W)    | 6/22/2000   | 2459814     | 6/12/2001  | 6/12/2021  | Sunbelt Rentals, Inc. |
| Temporary Equipment, Lifetime Customers. | 5/4/2011    | 85312164    |            |            | Sunbelt Rentals, Inc. |
| THE "NO SWEAT" GUARANTEE.                | 3/28/2007   | 3355475     | 12/18/2007 | 12/18/2013 | Sunbelt Rentals, Inc. |
| Thermal Pest Management                  | 5/21/2001   | 2689528     | 2/18/2003  | 2/18/2013  | Sunbelt Rentals, Inc. |
| Topp                                     | 7/14/2000   | 2638214     | 10/22/2002 | 10/22/2022 | Sunbelt Rentals, Inc. |
| Topp-Cool                                | 8/20/1999   | 2613082     | 8/27/2002  | 8/27/2012  | Sunbelt Rentals, Inc. |
| Topp-Heat                                | 8/20/1999   | 2613081     | 8/27/2002  | 8/27/2012  | Sunbelt Rentals, Inc. |
| VENDORFEST                               | 7/7/1999    | 2333378     | 3/21/2000  | 3/21/2020  | Sunbelt Rentals, Inc. |