

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Rentals, Inc.		03/31/2015	CORPORATION:
United Rentals (North America), Inc.		03/31/2015	CORPORATION:
United Rentals Financing Limited Partnership		03/31/2015	LIMITED PARTNERSHIP:
United Rentals (Delaware), Inc.		03/31/2015	CORPORATION:
United Rentals Highway Technologies Gulf, LLC		03/31/2015	LIMITED LIABILITY COMPANY:
United Rentals Realty, LLC		03/31/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	185 Asylum Street, 35th Floor
Internal Address:	CityPlace 1
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	86144163	UNITED ACADEMY
Serial Number:	86277011	DIRT CERT
Serial Number:	86277019	CORE 4
Serial Number:	85231517	AXIOM
Serial Number:	85852431	BECAUSE THERE'S NO TIME FOR DOWNTIME
Serial Number:	77859863	E2T
Serial Number:	74199553	INFOMANAGER
Serial Number:	85698431	MAKE IT RIGHT
Serial Number:	76684549	NATIONAL PUMP & COMPRESSOR

CH \$765.00 86144163

Property Type	Number	Word Mark
Serial Number:	85479289	READY WHEN YOU ARE
Serial Number:	77314490	RENTALMAN
Serial Number:	75319879	RSC
Serial Number:	78654302	RSC
Serial Number:	78492574	RSC EQUIPMENT RENTAL
Serial Number:	78492564	RSC EQUIPMENT RENTAL
Serial Number:	74709781	RSC RENTAL SERVICE CORPORATION
Serial Number:	85925016	TOTAL CONTROL
Serial Number:	76510869	TOTAL CONTROL
Serial Number:	85933838	TRUE CAST
Serial Number:	85332396	TRUE CAST
Serial Number:	85342236	UNITED GUARD
Serial Number:	85924283	UNITED RENTALS
Serial Number:	85339031	UNITED RENTALS
Serial Number:	85725788	YOU'RE BUILDING THE FUTURE. WE'RE HERE T
Serial Number:	75449210	
Serial Number:	85724478	RENT LESS. DO MORE.
Serial Number:	85827019	S.M.A.R.T. GPS
Serial Number:	85825570	SMART GPS
Serial Number:	86159259	UR CONTROL
Serial Number:	86306390	UR JOBSITE

CORRESPONDENCE DATA

Fax Number:

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.

Email: andrew.langston@kayescholer.com

Correspondent Name: Andrew Langston c/o Kaye Scholer LLP

Address Line 1: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	03191-0205
NAME OF SUBMITTER:	Andrew Langston
SIGNATURE:	/Andrew Langston/
DATE SIGNED:	03/31/2015

Total Attachments: 11

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SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), dated as of March 31, 2015, is made by UNITED RENTALS, INC., a Delaware corporation ("Holdings"), UNITED RENTALS (NORTH AMERICA), INC., a Delaware corporation (the "Company") and the other Persons listed on the signature pages hereof as a Grantor (together with Holdings and the Company, the "Grantors") in favor of Bank of America, N.A. ("Bank of America"), as agent (the "Agent") for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, the Company is party to an Amended and Restated Credit Agreement dated as of October 14, 2011, with Bank of America, as Agent, Holdings, United Rentals of Canada, Inc., a corporation amalgamated under the laws of the Province of Ontario (the "Canadian Borrower"), United Rentals Financing Limited Partnership, a Delaware partnership (the "Specified Loan Borrower"), the other guarantors and the lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, as of the date hereof, the Existing Credit Agreement is being amended and restated, without constituting a novation, pursuant to a Second Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, extended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Company, the Canadian Borrower, the Specified Loan Borrower, the other Guarantors party thereto, Bank of America, N.A., as Agent, and the Lenders party thereto;

WHEREAS, in connection with the Existing Credit Agreement, each Grantor (and certain other grantors party thereto) entered into an Amended and Restated U.S. Intellectual Property Security Agreement, dated as of October 14, 2011 (as amended, restated, extended, supplemented or otherwise modified in writing prior to the date hereof, the "Existing IP Security Agreement");

WHEREAS, as a condition precedent to the amendment and restatement of the Existing Credit Agreement by the entering into of the Credit Agreement, the maintaining and making of the Loans, the issuance of Letters of Credit by any Letter of Credit Issuer and Lenders' and their Affiliates willingness to extend other financial accommodations under or in connection with the Credit Agreement, each Grantor has executed and delivered that certain Second Amended and Restated U.S. Security Agreement dated as of even date herewith, made by the Grantors, certain other parties and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement");

WHEREAS, under the terms of the U.S. Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security Interest in Additional Collateral.

(a) Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

(b) In connection with such grant, Schedules A, B and C of the Existing IP Security Agreement is hereby deemed supplemented to add and incorporate the Collateral listed on Schedules A, B and C attached to this IP Security Agreement Supplement.

(c) From and after the date hereof, all references in the Existing IP Security Agreement to "this Agreement", "hereof", "herein", and similar terms shall mean and refer to the Existing IP Security Agreement, as supplemented by this IP Security Agreement Supplement, and all references in other documents to the Existing IP Security Agreement shall mean such agreement as supplemented by this IP Security Agreement Supplement.

SECTION 2. Ratification. Each Grantor hereby ratifies and confirms the grant of the security interest in and the continuing lien on its Collateral (as defined in the Existing IP Security Agreement (as amended pursuant to this IP Security Agreement Supplement)) in favor

of the Agent contained in the Existing IP Security Agreement and agrees that the grant of a security interest in such Collateral by such Grantor secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement Supplement.

SECTION 4. Release of Nova Scotia Parties. United Rentals of Nova Scotia (No. 1), ULC and United Rentals of Nova Scotia (No. 2), ULC (together, the “Nova Scotia Parties”) hereby cease to be “Grantors” for all purposes of the Existing IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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 agreement.


SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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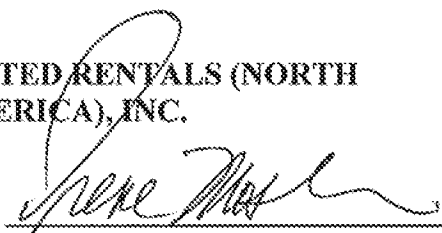
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


UNITED RENTALS, INC.

By: 
Name: Irene Moshouris
Title: Senior Vice President and Treasurer


UNITED RENTALS (NORTH AMERICA), INC.

By: 
Name: Irene Moshouris
Title: Senior Vice President and Treasurer

UNITED RENTALS FINANCING LIMITED PARTNERSHIP

By: 
Name: Irene Moshouris
Title: Vice President and Treasurer

UNITED RENTALS (DELAWARE), INC.

By: 
Name: Irene Moshouris
Title: Vice President and Treasurer

UNITED RENTALS HIGHWAY
TECHNOLOGIES GULF, LLC

By: 

Name: Irene Moshouris


Title: Vice President and Treasurer

[SIGNATURE PAGE -- SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 005488 FRAME: 0970

UNITED RENTALS REALTY, LLC

By:


Name: Irene Moshouris

Title: Vice President and Treasurer

[SIGNATURE PAGE -- SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 005488 FRAME: 0971

AGENT:

BANK OF AMERICA, N.A., as Agent

By: *Cynthia G. Stannard*

Name: CYNTHIA G. STANNARD

Title: SR. VICE PRESIDENT

[SIGNATURE PAGE -- SUPPLEMENT TO AMENDED AND RESTATED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005488 FRAME: 0972

SCHEDULE A

PATENTS

Patent	Application No.	Registration No.	File Date
System and Method for Utilization-Based Computing of Emissions Attributable to Specific Equipment	61390901	Pending	7-Oct-2010

SCHEDULE B

TRADEMARKS

Grantor	Country	Mark	File Date	Application #	Registration #	Registration Date	Classes Combined
United Rentals, Inc.	UNITED STATES	UNITED ACADEMY	12/16/2013	86/144,163			016, 041
United Rentals, Inc.	UNITED STATES	DIRT CERT	5/9/2014	86/277,011			16, 41
United Rentals, Inc.	UNITED STATES	CORE 4	5/9/2014	86/277,019			016, 041
United Rentals, Inc.	UNITED STATES	AXIOM	2/1/2011	85/231,517	4,203,041	9/4/2012	009, 042
United Rentals, Inc.	UNITED STATES	BECAUSE THERE'S NO TIME FOR DOWNTIME	2/18/2013	85/852,431	4,473,899	1/28/2014	037
United Rentals, Inc.	UNITED STATES	E2T	10/28/2009	77/859,863	3,840,358	8/31/2010	042
United Rentals, Inc.	UNITED STATES	INFOMANAGER & Design	8/30/1991	74/199,553	1,765,625	4/20/1993	009
United Rentals, Inc.	UNITED STATES	MAKE IT RIGHT	8/8/2012	85/698,431	4,341,481	5/28/2013	036
United Rentals, Inc.	UNITED STATES	NATIONAL PUMP & COMPRESSOR	12/3/2007	76/684,549	3,529,372	11/4/2008	035
United Rentals, Inc.	UNITED STATES	READY WHEN YOU ARE	11/22/2011	85/479,289	4,471,367	1/21/2014	037, 039, 040, 042, 044, 045
United Rentals, Inc.	UNITED STATES	RENTALMAN	10/26/2007	77/314,490	3,487,698	8/19/2008	009
United Rentals, Inc.	UNITED STATES	RSC & Design	7/7/1997	75/319,879	2,264,049	7/27/1999	035, 037, 042
United Rentals, Inc.	UNITED STATES	RSC	6/20/2005	78/654,302	3,403,076	3/25/2008	041
United Rentals, Inc.	UNITED STATES	RSC EQUIPMENT RENTAL	9/30/2004	78/492,574	3,313,502	10/16/2007	037, 039, 040, 044
United Rentals, Inc.	UNITED STATES	RSC EQUIPMENT RENTAL	9/30/2004	78/492,564	3,136,868	8/29/2006	035
United Rentals, Inc.	UNITED STATES	RSC RENTAL SERVICE CORPORATION & Design	8/1/1995	74/709,781	2,028,379	1/7/1997	037, 042
United Rentals, Inc.	UNITED STATES	TOTAL CONTROL	5/7/2013	85/925,016	4,500,742	3/25/2014	042
United Rentals, Inc.	UNITED STATES	TOTAL CONTROL	4/30/2003	76/510,869	2,850,473	6/8/2004	009
United Rentals, Inc.	UNITED STATES	TRUE CAST	5/16/2013	85/933,838	4,523,322	4/29/2014	008, 009
United Rentals, Inc.	UNITED STATES	TRUE CAST	5/27/2011	85/332,396	4,207,189	9/11/2012	007
United Rentals, Inc.	UNITED STATES	UNITED GUARD	6/9/2011	85/342,236	4,083,979	1/10/2012	036
United Rentals, Inc.	UNITED STATES	UNITED RENTALS & Design	5/6/2013	85/924,283	4,513,570	4/15/2014	035, 041
United Rentals, Inc.	UNITED STATES	UNITED RENTALS & Design	6/6/2011	85/339,031	4,181,951	7/31/2012	035, 037, 043, 044

Grantor	Country	Mark	File Date	Application #	Registration #	Registration Date	Classes Combined
United Rentals, Inc.	UNITED STATES	YOU'RE BUILDING THE FUTURE. WE'RE HERE TO HELP.	9/11/2012	85/725,788	4,515,509	4/15/2014	035, 037, 044
United Rentals, Inc.	UNITED STATES	Circle Design	3/12/1998	75/449,210	2,406,720	11/21/2000	035, 037, 042
United Rentals, Inc.	UNITED STATES	RENT LESS. DO MORE.	9/10/2012	85/724,478	4,593,451	8/26/2014	042
United Rentals, Inc.	UNITED STATES	S.M.A.R.T. GPS	1/18/2013	85/827,019	4,607,399	9/16/2014	035
United Rentals, Inc.	UNITED STATES	SMART GPS	1/17/2013	85/825,570	4,607,398	9/16/2014	035
United Rentals, Inc.	UNITED STATES	UR CONTROL	1/7/2014	86/159,259	4,572,400	7/22/2014	042
United Rentals, Inc.	UNITED STATES	UR JOBSITE	6/11/2014	86/306,390			009

SCHEDULE C

COPYRIGHTS

Grantor	Copyright	Registration Number	Date of Publication	Description
United Rentals, Inc.	Total Control	TX5-866-708	10/23/2003	Computer program
United Rentals, Inc.	Total Control (2010 ed)	TXu001720977	10/4/2010	Computer program