

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492454

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 (North America), Inc.		10/02/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3165824	BAKER PUMPS
Registration Number:	4338919	BAKER TANKS
Registration Number:	4186968	BAKERCORP
Registration Number:	4761467	BAKERMOD
Registration Number:	2828178	HI-FLO
Registration Number:	2272770	KASELCO
Registration Number:	4714597	PEOPLE.EQUIPMENT.SOLUTIONS.
Registration Number:	5331621	BAKERINSITE
Registration Number:	5464204	BAKERZERO
Serial Number:	87173782	BAKERINSITE

CORRESPONDENCE DATA

Fax Number: 2128366337

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.

Phone: 212-836-7319

Email: paul.somelofske@arnoldporter.com

Correspondent Name: Paul J. Somelofske

OP \$265.00 3165824

Address Line 1: c/o Arnold & Porter Kaye Scholer LLP
Address Line 2: 255 West 55th Street
Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER: Paul J. Somelofske

SIGNATURE: /Paul J. Somelofske/

DATE SIGNED: 10/03/2018

Total Attachments: 7

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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 October 2, 2018, is made by UNITED RENTALS (NORTH AMERICA), INC., a Delaware corporation (the “Company” or the “Grantor”), 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 a party to that certain Second Amended and Restated Credit Agreement dated as of March 31, 2015, with Bank of America, as Agent, United Rentals, Inc., a Delaware corporation (“Holdings”), United Rentals of Canada, Inc., a corporation amalgamated under the laws of the Province of Ontario (the “Canadian Borrower”), the other Guarantors party thereto and the Lenders party thereto (as amended, restated, extended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Grantor, Holdings and certain of its other Subsidiaries are parties to that certain Amended and Restated U.S. Intellectual Property Security Agreement, dated as of October 14, 2011, in favor of the Agent (as amended, restated, extended, supplemented or otherwise modified in writing prior to the date hereof, the “Existing IP Security Agreement”);

WHEREAS, the Grantor is a party to that certain Second Amended and Restated U.S. Security Agreement dated as of March 31, 2015, made by the Grantor, 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 Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office;

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

SECTION 1. Grant of Security Interest in Additional Collateral.

(a) The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the 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) 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 the Grantor accruing thereunder or pertaining thereto;

(D) 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

(E) 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, Schedule A of the Existing IP Security Agreement is hereby deemed supplemented to add and incorporate the Collateral listed on Schedule A attached to this IP Security Agreement Supplement and Schedule B of the Existing IP Security Agreement is hereby deemed supplemented to add and incorporate the Collateral listed on Schedule B 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. The 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 the Grantor secures the payment of all Obligations of the 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. The Grantor authorizes and requests that 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. 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 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

GRANTOR:

UNITED RENTALS (NORTH AMERICA), INC.

By: 

Name:

Title:


Irene Moshouris
Senior Vice President
and Treasurer

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

TRADEMARK
REEL: 006474 FRAME: 0451

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 
Name: CYNTHIA G. STANNARD
Title: SR. VICE PRESIDENT

SCHEDULE A

Patents

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
Clarifier Tank Assembly	USA	62/667,306	04-May-2018		
Hose Rack System	USA	62/627,110	06-Feb-2018		
Process and Apparatus for Electrocoagulative Treatment of Industrial Waste Water	USA	09/554,975	17-Jul-2000	6294061	25-Sep-2001
Process and Apparatus for Electrocoagulative Treatment of Industrial Waste Water	USA	09/961,524	24-Sep-2001	6689271	10-Feb-2004
Electrocoagulation Reactor	USA	11/581,695	16-Oct-2006	8431009	30-Apr-2013
Electrocoagulation Reactor Having Segmented Intermediate Uncharged Plates	USA	12/787,715	26-May-2010	8430996	30-Apr-2013
Storage Apparatus Having Tank With Tapered Bottom and Axle Assembly	USA	14/463,576	19-Aug-2014	9150349	06-Oct-2015
DC Power Signal Generation For Electro-Chemical Reactor	USA	14/209,489	13-Mar-2014	9397514	19-Jul-2016
Pump Suction Pipe Assembly For High Flow Sewer Bypass	USA	14/980,453	28-Dec-2015	9989172	05-June-2018

SCHEDULE B

Trademarks

Trademark	Country	App. Number	App. Date	Reg. No.	Reg. Date
BAKER PUMPS & Design	USA	78/101334	07-Jan-2002	3165824	31-Oct-2006
BAKER TANKS Stylized	USA	77/212155	21-Jun-2007	4338919	21-May-2013
BAKERCORP & Design	USA	77/043367	14-Nov-2006	4186968	07-Aug-2012
BAKERINSITE (Stylized)	USA	87/173782	16-Sep-2016		
BAKERMOD	USA	86/234681	27-Mar-2014	4761467	23-Jun-2015
HI-FLO	USA	76/011823	29-Mar-2000	2828178	30-Mar-2004
KASELCO	USA	75/281346	24-Apr-1997	2272770	24-Aug-1999
PEOPLE.EQUIPMENT.SOLUTIONS	USA	85/884308	22-Mar-2013	4714597	07-Apr-2015
BAKERINSITE Stylized	USA	87/975942	16-Sep-2016	5331621	07-Nov-2017
BAKERZERO	USA	87/626192	28-Sep-2017	5464204	08-May-2018