

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERC RENTALS, INC.		07/31/2019	Corporation: DELAWARE
HERC BUILD, LLC		07/31/2019	Limited Liability Company: DELAWARE
CINELEASE, INC.		07/31/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4507234	CINE MINI	
Registration Number:	4426271	CINELEASE	
Registration Number:	4415620	CINELEASE	
Registration Number:	3602022	CINELEASE	
Serial Number:	87676269	ALL THE GEAR YOU NEED	
Registration Number:	5421777	HERC ENTERTAINMENT SERVICES	
Registration Number:	5498463	HERC ENTERTAINMENT SERVICES	
Registration Number:	4477274	HERC READY FINANCE	
Registration Number:	5623693	HERC RENTALS	
Registration Number:	5676121	HERC RENTALS PROSOLUTIONS	
Registration Number:	5676122	HERCRENTALS	
Registration Number:	5676123	HERCRENTALS PROSOLUTIONS	
Registration Number:	5504956	PROCONTROL	
Registration Number:	5531972	PROCONTROL BY HERC RENTALS	
Registration Number:	5618911	PR CONTROL BY HERC RENTALS	
Registration Number:	5671142	PROSOLUTIONS	
Registration Number:	1609358	HERC	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	2013590	HERTZ EQUIPMENT RENTAL
Registration Number:	3052099	SERVICE PUMP & COMPRESSOR
Registration Number:	3895655	E-SERVICES PROGRAM
Registration Number:	3960620	E-SERVICES PROGRAM
Registration Number:	4492377	HERC 360
Registration Number:	4571223	HERTZ SERVICE PUMP & COMPRESSOR
Registration Number:	0750300	HERTZ

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 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: 8

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ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
HERC BUILD, LLC	Delaware	LLC	USA-Delaware
CINELEASE, INC.	Nevada	Corporation	USA-Nevada

TRADEMARK SECURITY AGREEMENT

This TRADEMARK 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 Trademarks, 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 "Trademarks" with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein or in any registration issuing therefrom), and any renewals thereof, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) 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 or future infringements or dilutions thereof), and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United

States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. 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 Trademarks 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 Trademarks of such Grantor, including, without limitation, the Trademarks 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.**

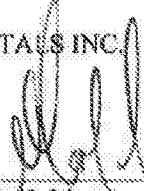
6.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and each Grantor and their respective successors and assigns.

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.

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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

HERC BUILD, LLC

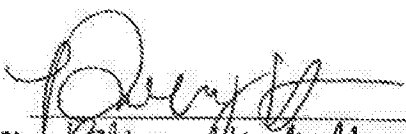
By: 
Name: Mustally Hussain
Title: Treasurer

CINELASE, INC.

By: 
Name: Mustally Hussain
Title: Treasurer

[Signature Page to Trademark Security Agreement (Herc)]

BANK OF AMERICA, N.A., as Agent

By: 
Name: Kelly Hinkell
Title: SVP

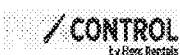
Herc - Signature Pages - Trademark Security Agreement

SCHEDULE A

Trademarks Owned by Cinelease, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
CINE MINI	85814073	1/2/13	4507234	4/1/14	Registered
CINELEASE	85631522	5/22/12	4426271	10/29/13	Registered
CINELEASE and Logo	85631539	5/22/12	4415620	10/8/13	Registered
CINELEASE	77557420	8/27/08	3602022	4/7/09	Registered

Trademarks Owned by Herc Build, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
ALL THE GEAR YOU NEED	87676269	11/8/2017			Pending
HERC ENTERTAINMENT SERVICES	87400469	4/6/2017	5421777	3/13/2018	Registered
HERC ENTERTAINMENT SERVICES	87116551	7/26/2016	5498463	6/19/2018	Registered
HERC READY FINANCE	85915696	4/26/2013	4477274	2/4/2014	Registered
HERCRENTALS	87589527	8/30/2017	5623693	12/4/2018	Registered
HERC RENTALS PROSOLUTIONS	87589423	8/30/2017	5676121	2/12/2019	Registered
HERCRENTALS Logo in Color <i>HercRentals</i>	87589470	8/30/2017	5676122	2/12/2019	Registered
HERCRENTALS PROSOLUTIONS Stylized & Logo (on two lines) in Color <i>HercRentals ProSolutions</i>	87589512	8/30/2017	5676123	2/12/2019	Registered
PROCONTROL	87678341	11/9/2017	5504956	6/26/2018	Registered
PROCONTROL BY HERC RENTALS	87678367	11/9/2017	5531972	7/31/2018	Registered
PROCONTROL BY HERC RENTALS meter design in color 	87678398	11/9/2017	5618911	11/27/2018	Registered

PROSOLUTIONS	87589376	8/30/2017	5671142	2/5/2019	Registered
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Trademarks Owned by Herc Rentals Inc. (formerly known as Hertz Equipment Rental Corporation)

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
HERC	73826866	9/21/1989	1609358	8/7/1990	37	Registered
HERTZ EQUIPMENT RENTAL	75007011	10/16/1995	2013590	11/5/1996	37	Registered
SERVICE PUMP & COMPRESSOR	76527078	7/1/2003	3052099	1/31/2006	35, 37	Registered
E-SERVICE PROGRAM	77575557	9/22/2008	3895655	12/21/2010	35	Registered
E-SERVICES PROGRAM	77980685	9/22/2008	3960620	5/17/2011	37,40	Registered
HERC 360 in Concentric Bolt Like Circles	85831633	1/24/2013	4492377	3/3/2014	37	Registered
HERTZ SERVICE PUMP & COMPRESSOR	86095047	10/18/2013	4571223	7/22/2014	35, 37	Registered
HERTZ	72145695	5/29/1962	750300	5/28/1963	42	Registered