

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK N.A.		07/31/2019	Association: UNITED STATES
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: 18			
Property Type	Number	Word Mark	
Registration Number:	4507234	CINE MINI	
Registration Number:	4426271	CINELEASE	
Registration Number:	4415620	CINELEASE	
Registration Number:	3602022	CINELEASE	
Registration Number:	1609358	HERC	
Registration Number:	2013590	HERTZ EQUIPMENT RENTAL	
Registration Number:	3131552		
Registration Number:	3052099	SERVICE PUMP & COMPRESSOR	
Registration Number:	3895655	E-SERVICES PROGRAM	
Registration Number:	4080388	E-SP	
Registration Number:	3960620	E-SERVICES PROGRAM	
Registration Number:	4492377	HERC 360	
Registration Number:	4477274	HERC READY FINANCE	
Registration Number:	4571223	HERTZ SERVICE PUMP & COMPRESSOR	
Registration Number:	0750300	HERTZ	
Serial Number:	86548595	WHEN THE JOB REQUIRES MORE THAN A TOOLBE	
Serial Number:	86910198	HERC RENTALS	
Serial Number:	86910553	HERCRENTALS	

OP \$465.00 4507234

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: 7

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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 31st day of July, 2019, by CITIBANK, N.A. ("Citibank"), as the prior agent under the Existing Credit Agreement (as defined below) (in such capacity, "Assignor"), in favor of BANK OF AMERICA, N.A., as the successor agent under the New Credit Agreement (as defined below) (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to the Credit Agreement, dated as of June 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), by and among Herc Rentals Inc., a Delaware corporation ("Herc Rentals"), certain affiliates of Herc Rentals, the lenders from time to time party thereto, and Assignor;

WHEREAS, pursuant to the Trademark Security Agreement, dated as of June 30, 2016 (the "TSA"), made by Herc Rentals and Cinelease, Inc., a Nevada corporation ("Cinelease") and, together with Herc Rentals, each individually, a "Grantor" and collectively, the "Grantors") in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on July 8, 2016 at reel/frame 005831/0250 with respect to Herc Rental's Trademarks and at reel/frame 005831/0222 with respect to Cinelease's Trademarks, each Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademarks (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof that are recorded with the United States Patent and Trademark Office;

WHEREAS, effective as of the date hereof, Assignor resigned as agent under the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement), including, without limitation, the TSA;

WHEREAS, (a) pursuant to that certain Resignation and Appointment of Successor Agent Agreement, dated as of the date hereof (the "Resignation Agreement"), among Assignor, Assignee, the Grantors, certain affiliates of the Grantors party thereto and the Lenders party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Citibank as agent under the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement), including, without limitation, under the TSA; and (b) the Existing Credit Agreement has been amended and restated pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "New Credit Agreement"), among Assignee, the Grantors, certain affiliates of the Grantors party thereto and the Lenders party thereto; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the TSA, including, without limitation, Assignor's security interest in, and lien on, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Existing Credit Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee without any representation, warranty or recourse of any kind or nature, except as specifically set forth in the Resignation Agreement, all of its right, title and interest with respect to the Trademarks under the TSA and the other Loan Documents (as defined in the Existing Credit Agreement), including, without limitation, its security interest in, and lien on, the Trademarks, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

CITIBANK, N.A., as the prior agent

By:



Name: Christopher Marino
Title: Vice President and Director

ASSIGNEE:

BANK OF AMERICA, N.A., as the successor agent

By: 
Name: Paul Wickett
Title: SVP

Here - Signature Pages - Trademark Assignment

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

Cinelease Marks recorded at Reel/Frame 5831/222
and Herc Rentals Marks at Reel/Frame 5831/250

Trademarks Owned by Cinelease, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
CHEMN	65814673	1/2/13	4207234	4/1/14	Registered
CINELEASE	85631522	5/23/13	4426271	10/29/13	Registered
CINELEASE and Logo	85637339	5/23/13	4423920	5/23/13	Registered
CINELEASE	77557430	8/27/09	3802023	4/7/09	Registered

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	73 826,866	9/21/1989	1,609,358	8/7/1990	37	Registered
HERTZ EQUIPMENT RENTAL	73 007,011	10/16/1995	2,913,590	11/5/1996	37	Registered
DESIGN MARK	76 527,063	7/2/2003	3,131,552	8/22/2006	35, 37	Registered
SERVICE PUMP & COMPRESSOR	76 527,078	7/1/2003	3,052,999	1/31/2006	35, 37	Registered
E-SERVICE PROGRAM	77 575,557	9/22/2008	3,895,655	12/21/2010	35	Registered
E-SP	77 575,567	9/22/2008	4080388	1/3/2012	35, 37, 40	Pending
E-SERVICES PROGRAM	77 980,685	9/13/2010	3960620	5/17/2011	37,40	Registered
HERC 360 in Concentric Bolt Like Circles	85831633	1/24/2013	4492377	3/3/2014	37	Registered
HERC READY FINANCE	85915696	4/26/2013	4477274	2/4/2014	36	Registered
HERTZ SERVICE PUMP & COMPRESSOR	86095047	10/18/2013	4571223	7/22/2014	35, 37	Registered
HERTZ	72145695	5/29/1963	750300	5/28/1963	42	Registered
WHEN THE JOB REQUIRES MORE THAN A TOOLBELT	86548595	2/27/2015	N/A	N/A	37	Pending
HERC RENTALS	86910198	2/17/2016	N/A	N/A	07, 09, 35, 37, 38, 39, 42	Pending
HERCRENTALS Logo in Color	86910553	2/17/2016	N/A	N/A	07, 09, 35, 37, 38, 39, 42	Pending
HERTZ EQUIPMENT RENTAL			43219	3/31/00		REGISTERED PR

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
QUALITY EQUIPMENT CO.			10004813	03-98		REGISTERED NE