

06-20-2002

Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Nationsrent West, Inc. *6-11-02*☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other \_\_\_\_\_

Execution Date: April 2, 2002

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

Name: Fleet National Bank, as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

☐

Individual(s) citizenship \_\_\_\_\_

☒

Association \_\_\_\_\_

☐

General Partnership \_\_\_\_\_

☐

Limited Partnership \_\_\_\_\_

☐

Corporation-State \_\_\_\_\_

☐

Other \_\_\_\_\_

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)

☐Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

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

See Schedule A attached

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

See Schedule A attached

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Julie Tamburo Bingham Dana

Internal Address: \_\_\_\_\_

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41).....\$ 815.00

☒

Enclosed

☐

Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Julie Tamburo

Name of Person Signing

*Julie Tamburo*  
Signature

June 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 23Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/19/2002 TDIAZ1 00000101 75594299

01 FC:481  
02 FC:48240.00 OP  
775.00 OPTRADEMARK  
REEL: 002529 FRAME: 0033

# SCHEDULE A

## Trademarks and Trademark Registrations

### Registered Trademarks

| Country                  | Trademark                           | Status     | Application Number | Filing Date | Registration Number | Registration Date | Renewal Date | Classes | Owner Name             |
|--------------------------|-------------------------------------|------------|--------------------|-------------|---------------------|-------------------|--------------|---------|------------------------|
| United States of America | 1-800-NO-SWEAT                      | Registered | 75/594,299         | 23-Nov-1998 | 2,407,059           | 21-Nov-2000       | 21-Nov-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered | 75/594,298         | 23-Nov-1998 | 2,390,584           | 26-Sep-2000       | 26-Sep-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered | 75/594,094         | 23-Nov-1998 | 2,478,688           | 14-Aug-2001       | 14-Aug-2011  | 35, 37  | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered | 75/594,092         | 23-Nov-1998 | 2,354,802           | 06-June-2000      | 06-Jun-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (Outdoor Sign) | Registered | 75/615,381         | 04-Jan-1999 | 2,331,810           | 21-Mar-2000       | 21-Mar-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered | 75/513,132         | 06-Jul-1998 | 2,367,538           | 18-Jul-2000       | 18-Jul-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered | 75/512,988         | 02-Jul-1998 | 2,315,739           | 08-Feb-2000       | 08-Feb-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered | 75/856,567         | 23-Nov-1999 | 2,483,579           | 28-Aug-2001       | 28-Aug-2011  | 41      | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered | 75/603,347         | 10-Dec-1998 | 2,365,905           | 11-Jul-2000       | 11-Jul-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT 1-800-NO SWEAT & Design | Registered | 75/654,613         | 05-Mar-1999 | 2,478,421           | 14-Aug-2001       | 14-Aug-2011  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT                         | Registered | 75/856,553         | 23-Nov-1999 | 2,480,812           | 21-Aug-2001       | 21-Aug-2011  | 41      | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered | 75/514,678         | 02-Jul-1998 | 2,287,604           | 19-Oct-1999       | 19-Oct-2009  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered | 75/514,695         | 02-Jul-1998 | 2,380,392           | 29-Aug-2000       | 29-Aug-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered | 75/654,612         | 05-Mar-1999 | 2,392,280           | 03-Oct-2000       | 03-Oct-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT NO SWEAT & Design       | Registered | 75/603,348         | 10-Dec-1998 | 2,448,196           | 01-May-2001       | 01-May-2011  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design         | Registered | 75/856,554         | 23-Nov-1999 | 2,480,813           | 21-Aug-2001       | 21-Aug-2011  | 41      | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design (color) | Registered | 75/856,552         | 23-Nov-1999 | 2,478,588           | 14-Aug-2001       | 14-Aug-2011  | 41      | NationsRent West, Inc. |

# Registered Trademarks

| Country                  | Trademark  | Status     | Application Number | Filing Date | Registration Number | Registration Date | Renewal Date | Classes | Owner Name             |
|--------------------------|--|------------|--------------------|-------------|---------------------|-------------------|--------------|---------|------------------------|
| United States of America | NATIONSRENT                                      | Registered | 75/856,568         | 23-Nov-1999 | 2,483,580           | 28-Aug-2001       | 28-Aug-2011  | 41      | NationsRent West, Inc. |
| United States of America | NATIONSRENT                                      | Registered | 75/653,790         | 04-Mar-1999 | 2,388,694           | 19-Sep-2000       | 19-Sep-2010  | 35      | NationsRent West, Inc. |
| United States of America | NATIONSRENT                                      | Registered | 75/448,172         | 11-Mar-1998 | 2,312,467           | 25-Jan-2000       | 25-Jan-2010  | 37      | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                             | Registered | 75/615,382         | 04-Jan-1999 | 2,357,016           | 13-Jun-2000       | 13-Jun-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING                               | Registered | 75/856,570         | 23-Nov-1999 | 2,483,581           | 28-Aug-2001       | 28-Aug-2011  | 41      | NationsRent West, Inc. |
| United States of America | NATIONSRENT WE APPRECIATE YOUR BUSINESS & Design | Registered | 75/615,380         | 04-Jan-1999 | 2,357,015           | 13-Jun-2000       | 13-Jun-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NO SWEAT. . . JUST PERFORMANCE                   | Registered | 76/006,094         | 21-Mar-2000 | 2,454,199           | 22-May-2001       | 22-May-2011  | 41      | NationsRent West, Inc. |
| United States of America | ON THE JOB WITHCONSTRUCTION BOB & Design         | Registered | 75/525,960         | 27-Jul-1998 | 2,328,190           | 14-Mar-2000       | 14-Mar-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | ONWARD AND UPWARD                                | Registered | 74/237,048         | 13-Jan-1992 | 1,716,728           | 15-Sep-1992       | 15-Sep-2002  | 41      | NationsRent West, Inc. |
| United States of America | RENTCENTER & Design                              | Registered | 72/107,252         | 27-Oct-1960 | 723,393             | 21-Oct-1961       | 31-Oct-2001  | 42      | NationsRent West, Inc. |

# Trademark Applications

| Country                  | Trademark                           | Status      | Application Number | Filing Date | Registration Number | Registration Date | Renewal Date | Classes  | Owner Name             |
|--------------------------|-------------------------------------|-------------|--------------------|-------------|---------------------|-------------------|--------------|----------|------------------------|
| United States of America | NATIONSRENT & Design                | Published   | 76/152,645         | 24-Oct-2000 |                     |                   |              | 28       | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design         | Published   | 76/152,644         | 24-Oct-2000 |                     |                   |              | 25       | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS & Design              | Resp. Filed | 75/774,576         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS & Design              | NOA         | 75/774,576         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS NATIONSTOOLS & Design | NOA         | 75/774,152         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |

**TRADEMARK COLLATERAL**  
**SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of April 2, 2002, between NATIONSRENT WEST, INC., a Delaware corporation and a debtor and a debtor in possession (the "Grantor"), and FLEET NATIONAL BANK, a national banking association, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other banking institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Debtor in Possession Revolving Credit Agreement dated as of December 18, 2001 (as amended and in effect from time to time, the "Credit Agreement"), among the Grantor, the other Borrowers and debtors and debtors in possession named therein, the Banks and the Administrative Agent.

WHEREAS, on December 17, 2001 (the "Filing Date"), the Grantor and the other Borrowers filed separate petitions under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware;

WHEREAS, the Grantor and the each of the other Borrowers intends to continue to operate its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Grantor and the other Borrowers have requested that (a) the Banks provide financing to the Borrowers consisting of advances and letter of credit reimbursement obligations pursuant to Sections 364(c)(1), (2) and (3) and 364(d) of the Bankruptcy Code in order to provide working capital for the Borrowers, to refinance the Borrowers' obligations in respect of Existing Letters of Credit (as defined in the Credit Agreement), and (b) for other general corporate purposes;

WHEREAS, it is a condition precedent to increasing the Total Commitment under the Credit Agreement to \$30,000,000 that the Grantor execute and deliver to the Administrative Agent, for the benefit of the Banks and the Administrative Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Administrative Agent, for the benefit of the Banks and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Banks and the Administrative Agent, a security interest in certain of the Grantor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

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

## 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Grantor, its affiliates or

franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law,

common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Grantor or are now owned, held or used by the Grantor, in the Grantor's business, or with the Grantor's products and services, or in which the Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Grantor in the Grantor's business or with the Grantor's products and services, or in which the Grantor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Grantor or its business or for the direct or indirect benefit of the Grantor or its business, including all such uses by the Grantor itself, by any of the affiliates of the Grantor, or by any franchisee, licensee or contractor of the Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, the Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Banks and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Banks and the Administrative Agent. In addition, the Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Grantor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Banks and the Administrative Agent, the Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Grantor to the Administrative Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Security Agreement.** Pursuant to the Security Agreement the Grantor has granted to the Administrative Agent, for the benefit of the Banks and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. Furthermore, the liens and security interest provided for in this Agreement have also been granted pursuant to the Orders. This Agreement supplements the Orders without in any way diminishing or limiting the effect of the Orders or the lien and security interest granted thereunder.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

(a) The Grantor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned,



licensed, controlled or used by the Grantor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the Grantor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Grantor's knowledge, there is no infringement by the Grantor of the trademark rights of others; (vi) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Grantor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) the Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (viii) the Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of the Orders and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Grantor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

(b) The Grantor hereby acknowledges that (i) any and all Uniform Commercial Code financing statements filed in connection with any other previously or now existing credit facilities (including, without limitation, the Prepetition Credit Agreement) naming Fleet National Bank, as administrative agent (or otherwise as a representative for itself and other financial institutions), as secured party, and the Grantor, as debtor, shall be effective to perfect the Administrative Agent's security interest granted by the Grantor pursuant to this Agreement to the extent that such security interest may be perfected by the filing of Uniform Commercial Code and (ii) such prior filings represent pre-filings of Uniform Commercial Code financing statements for purposes of so perfecting the security interests granted by the Grantor hereunder. Until all Obligations have been finally paid and satisfied in full, the provisions of this §3(b) shall continue to apply, and such pre-filings shall continue to be effective to the fullest extent permitted by law and not subject to any right of termination in respect of the

security interests granted herein, whether any such other credit facilities are to be discharged with the proceeds of any of the loans, or are to continue independently.

#### **4. INSPECTION RIGHTS.**

The Grantor hereby grants to each of the Administrative Agent and the Banks and its employees and agents the right to visit the Grantor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

#### **5. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Administrative Agent's prior written consent, the Grantor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Grantor's obligations under this Trademark Agreement or the Security Agreement.

#### **6. AFTER-ACQUIRED TRADEMARKS, ETC.**

**6.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, the Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Grantor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

**6.2. Amendment to Schedule.** The Grantor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Grantor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

## **7. TRADEMARK PROSECUTION.**

**7.1. Grantor Responsible.** The Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Bank in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain trademark counsel acceptable to the Administrative Agent.

**7.2. Grantor's Duties, etc.** The Grantor shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantor. The Grantor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld. If the Administrative Agent has not objected to abandonment within thirty (30) days following the Grantor's notice to the Administrative Agent of intent to abandon, the Administrative Agent will be deemed to have consented to such abandonment.

**7.3. Grantor's Enforcement Rights.** The Grantor shall have the right and the duty to bring suit or other action in the Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Grantor may require the Administrative Agent to join in such suit or action as necessary to assure the Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Bank to any risk of liability. The Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

**7.4. Protection of Trademarks, etc.** In general, the Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Grantor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

**7.5. Notification by Grantor.** Promptly upon obtaining knowledge thereof, the Grantor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Grantor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Grantor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **8. REMEDIES.**

Following the Termination Declaration Date and five (5) days notice from the Agent to the Borrowers of the occurrence of the Termination Declaration Date, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

## **9. COLLATERAL PROTECTION.**

If the Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Grantor shall be breached, the Administrative Agent, in its own name or that of the Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

## **10. POWER OF ATTORNEY.**

Following the Termination Declaration Date and five (5) days notice from the Agent to the Borrowers of the occurrence of the Termination Declaration Date, the Grantor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantor is obligated to execute and do hereunder. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

## **11. FURTHER ASSURANCES.**

The Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

## **12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

## **13. COURSE OF DEALING.**

No course of dealing between the Grantor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantor.

## **15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Grantor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

## **16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF THE GRANTOR WITH RESPECT TO ANY CLAIM OR**

**CLAIMS REGARDING THE GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTOR, AND THE GRANTOR SHALL INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.**

**17. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex or facsimile and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Grantor, at NationsRent West, Inc., 450 East Las Olas Boulevard, Suite 1400, Ft. Lauderdale, Florida 33301, Attention: Ezra Shashoua, Executive Vice President, telephone number (954) 760-6550, fax number (954) 759-6992, or at such other address for notice as the Grantor shall last have furnished in writing to the person giving the notice, and

(b) if to the Administrative Agent, at Fleet National Bank, 100 Federal Street, Boston, Massachusetts 02110, Attention: Peter Haley, Managing Director, fax number (617) 434-4775 or at such other address for notice as the Administrative Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

**18. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Majority Banks) and the Grantor, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the

Administrative Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**19. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.** The Grantor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in §17. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**20. WAIVER OF JURY TRIAL.**

**THE GRANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Administrative Agent or any Bank nor any representative, agent or attorney of the Administrative Agent or any Bank has represented, expressly or otherwise, that the Administrative Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Bank is a party, the Administrative Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §20.

**21. MISCELLANEOUS.**

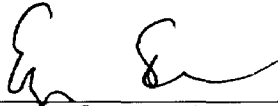
The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this



Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

NATIONSRENT WEST, INC., as a debtor  
and a debtor in possession

By:   
Name: Ezra Shashoua  
Title: EVP and CFO

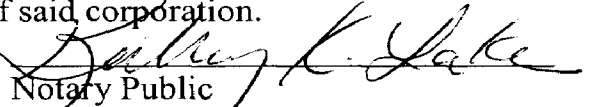
FLEET NATIONAL BANK, as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Delaware )  
 ) ss.  
COUNTY OF New Castle )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of April, 2001, <sup>2</sup> personally appeared Ezra Shashoua to me known personally, and who, being by me duly sworn, deposes and says that he is the EVP and CFO of NationsRent West, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said EVP and CFO acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
My commission expires: 5-15-02


NOTARIAL SEAL  
KIMBERLEY K. LAKE NOTARY PUBLIC  
State of Delaware  
Date of Appointment 5-15-00  
My Commission Expires: May 15, 2002

**IN WITNESS WHEREOF**, this Trademark Agreement has been executed as of the day and year first above written.

NATIONSRENT WEST, INC., as a debtor  
and a debtor in possession

By: \_\_\_\_\_  
Name:  
Title:

FLEET NATIONAL BANK, as  
Administrative Agent

By:  \_\_\_\_\_  
Name: Peter Hawley  
Title: AUTHORIZED OFFICER

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is the \_\_\_\_\_ of NationsRent West, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

# SCHEDULE A

## Trademarks and Trademark Registrations

| Country                  | Trademark                           | Status      | Application Number | Filing Date | Registration Number | Registration Date | Renewal Date | Classes  | Owner Name             |
|--------------------------|-------------------------------------|-------------|--------------------|-------------|---------------------|-------------------|--------------|----------|------------------------|
| United States of America | 1-800-NO-SWEAT                      | Registered  | 75/594,299         | 23-Nov-1998 | 2,407,059           | 21-Nov-2000       | 21-Nov-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered  | 75/594,298         | 23-Nov-1998 | 2,390,584           | 26-Sep-2000       | 26-Sep-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered  | 75/594,094         | 23-Nov-1998 | 2,478,688           | 14-Aug-2001       | 14-Aug-2011  | 35,37    | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered  | 75/594,092         | 23-Nov-1998 | 2,354,802           | 06-Jun-2000       | 06-Jun-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (Outdoor Sign) | Registered  | 75/615,381         | 04-Jan-1999 | 2,331,810           | 21-Mar-2000       | 21-Mar-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Published   | 76/152,645         | 24-Oct-2000 |                     |                   |              | 28       | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/513,132         | 06-Jul-1998 | 2,367,538           | 18-Jul-2000       | 18-Jul-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/512,988         | 02-Jul-1998 | 2,315,739           | 08-Feb-2000       | 08-Feb-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/856,567         | 23-Nov-1999 | 2,483,579           | 28-Aug-2001       | 28-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/603,347         | 10-Dec-1998 | 2,365,905           | 11-Jul-2000       | 11-Jul-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT 1-800-NO SWEAT & Design | Registered  | 75/654,613         | 05-Mar-1999 | 2,478,421           | 14-Aug-2001       | 14-Aug-2011  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/856,553         | 23-Nov-1999 | 2,480,812           | 21-Aug-2001       | 21-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/514,678         | 02-Jul-1998 | 2,287,604           | 19-Oct-1999       | 19-Oct-2009  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/514,695         | 02-Jul-1998 | 2,380,392           | 29-Aug-2000       | 29-Aug-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT 1-800-NO SWEAT & Design | Registered  | 75/654,612         | 05-Mar-1999 | 2,392,280           | 03-Oct-2000       | 03-Oct-2010  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT NO SWEAT & Design       | Registered  | 75/603,348         | 10-Dec-1998 | 2,448,196           | 01-May-2001       | 01-May-2011  | 35,37    | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design         | Registered  | 75/856,554         | 23-Nov-1999 | 2,480,813           | 21-Aug-2001       | 21-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design         | Published   | 76/152,644         | 24-Oct-2000 |                     |                   |              | 25       | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design (color) | Registered  | 75/856,552         | 23-Nov-1999 | 2,478,588           | 14-Aug-2001       | 14-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS & Design              | Resp. Filed | 75/774,576         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |

| Country                  | Trademark  | Status     | Application Number | Filing Date | Registration Number | Registration Date | Renewal Date | Classes  | Owner Name             |
|--------------------------|--|------------|--------------------|-------------|---------------------|-------------------|--------------|----------|------------------------|
| United States of America | NATIONS TOOLS & Design                           | NOA        | 75/774,576         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS                                    | NOA        | 75/774,152         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS & Design                           |            |                    |             |                     |                   |              |          |                        |
| United States of America | NATIONSRENT                                      | Registered | 75/856,568         | 23-Nov-1999 | 2,483,580           | 28-Aug-2001       | 28-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT                                      | Registered | 75/653,790         | 04-Mar-1999 | 2,388,694           | 19-Sep-2000       | 19-Sep-2010  | 35       | NationsRent West, Inc. |
| United States of America | NATIONSRENT                                      | Registered | 75/448,172         | 11-Mar-1998 | 2,312,467           | 25-Jan-2000       | 25-Jan-2010  | 37       | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                             | Registered | 75/615,382         | 04-Jan-1999 | 2,357,016           | 13-Jun-2000       | 13-Jun-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING                               | Registered | 75/856,570         | 23-Nov-1999 | 2,483,581           | 28-Aug-2001       | 28-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT WE APPRECIATE YOUR BUSINESS & Design | Registered | 75/615,380         | 04-Jan-1999 | 2,357,015           | 13-Jun-2000       | 13-Jun-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NO SWEAT... JUST PERFORMANCE                     | Registered | 76/006,094         | 21-Mar-2000 | 2,454,199           | 22-May-2001       | 22-May-2011  | 41       | NationsRent West, Inc. |
| United States of America | ON THE JOB WITH CONSTRUCTION BOB & Design        | Registered | 75/525,960         | 27-Jul-1998 | 2,328,190           | 14-Mar-2000       | 14-Mar-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | ONWARD AND UPWARD                                | Registered | 74/237,048         | 13-Jan-1992 | 1,716,728           | 15-Sep-1992       | 15-Sep-2002  | 41       | NationsRent West, Inc. |
| United States of America | RENTCENTER & Design                              | Registered | 72/107,252         | 27-Oct-1960 | 723,393             | 21-Oct-1961       | 31-Oct-2001  | 42       | NationsRent West, Inc. |

**EXHIBIT 1**

**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, NationsRent West, Inc., a corporation organized and existing under the laws of the State of Delaware and a debtor and a debtor in possession, having a place of business at \_\_\_\_\_ (the "Grantor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Grantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

NATIONSRENT WEST, INC., as a debtor  
and a debtor in possession

By: \_\_\_\_\_  
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Grantor to the Assignee is hereby accepted as of the \_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

On this the \_\_ day of \_\_\_\_\_, 200\_\_, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of NationsRent West, Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of NationsRent West, Inc.

\_\_\_\_\_  
Notary Public

[Seal]

My commission expires:

| Country                  | Trademark                           | Status      | Application Number | Filing Date | Registration Number | Registration Date | Renewal Date | Classes  | Owner Name             |
|--------------------------|-------------------------------------|-------------|--------------------|-------------|---------------------|-------------------|--------------|----------|------------------------|
| United States of America | 1-800-NO-SWEAT                      | Registered  | 75/594,299         | 23-Nov-1998 | 2,407,059           | 21-Nov-2000       | 21-Nov-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered  | 75/594,298         | 23-Nov-1998 | 2,390,584           | 26-Sep-2000       | 26-Sep-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered  | 75/594,094         | 23-Nov-1998 | 2,478,688           | 14-Aug-2001       | 14-Aug-2011  | 35, 37   | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (NATIONSRENT)  | Registered  | 75/594,092         | 23-Nov-1998 | 2,354,802           | 06-June-2000      | 06-Jun-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | MISCELLANEOUS DESIGN (Outdoor Sign) | Registered  | 75/615,381         | 04-Jan-1999 | 2,331,810           | 21-Mar-2000       | 21-Mar-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Published   | 76/152,645         | 24-Oct-2000 |                     |                   |              | 28       | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/513,132         | 06-Jul-1998 | 2,367,538           | 18-Jul-2000       | 18-Jul-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/512,988         | 02-Jul-1998 | 2,315,739           | 08-Feb-2000       | 08-Feb-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/856,567         | 23-Nov-1999 | 2,483,579           | 28-Aug-2001       | 28-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/603,347         | 10-Dec-1998 | 2,365,905           | 11-Jul-2000       | 11-Jul-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT 1-800-NO SWEAT & Design | Registered  | 75/654,613         | 05-Mar-1999 | 2,478,421           | 14-Aug-2001       | 14-Aug-2011  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT                         | Registered  | 75/856,553         | 23-Nov-1999 | 2,480,812           | 21-Aug-2001       | 21-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT                         | Registered  | 75/514,678         | 02-Jul-1998 | 2,287,604           | 19-Oct-1999       | 19-Oct-2009  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                | Registered  | 75/514,695         | 02-Jul-1998 | 2,380,392           | 29-Aug-2000       | 29-Aug-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT                         | Registered  | 75/654,612         | 05-Mar-1999 | 2,392,280           | 03-Oct-2000       | 03-Oct-2010  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT 1-800-NO SWEAT & Design | Registered  | 75/603,348         | 10-Dec-1998 | 2,448,196           | 01-May-2001       | 01-May-2011  | 35, 37   | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design         | Registered  | 75/856,554         | 23-Nov-1999 | 2,480,813           | 21-Aug-2001       | 21-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design         | Published   | 76/152,644         | 24-Oct-2000 |                     |                   |              | 25       | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING & Design (color) | Registered  | 75/856,552         | 23-Nov-1999 | 2,478,588           | 14-Aug-2001       | 14-Aug-2011  | 41       | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS & Design              | Resp. Filed | 75/774,576         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS & Design              | NOA         | 75/774,576         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |
| United States of America | NATIONS TOOLS & Design              | NOA         | 75/774,152         | 12-Aug-1999 |                     |                   |              | 7, 8, 25 | NationsRent West, Inc. |



| Country                  | Trademark  | Status     | Application Number | Filing Date | Registration Number | Registration Date | Renewal Date | Classes | Owner Name             |
|--------------------------|--|------------|--------------------|-------------|---------------------|-------------------|--------------|---------|------------------------|
| United States of America | NATIONSRENT                                      | Registered | 75/856,568         | 23-Nov-1999 | 2,483,580           | 28-Aug-2001       | 28-Aug-2011  | 41      | NationsRent West, Inc. |
| United States of America | NATIONSRENT                                      | Registered | 75/653,790         | 04-Mar-1999 | 2,388,694           | 19-Sep-2000       | 19-Sep-2010  | 35      | NationsRent West, Inc. |
| United States of America | NATIONSRENT                                      | Registered | 75/448,172         | 11-Mar-1998 | 2,312,467           | 25-Jan-2000       | 25-Jan-2010  | 37      | NationsRent West, Inc. |
| United States of America | NATIONSRENT & Design                             | Registered | 75/615,382         | 04-Jan-1999 | 2,357,016           | 13-Jun-2000       | 13-Jun-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NATIONSRENT RACING                               | Registered | 75/856,570         | 23-Nov-1999 | 2,483,581           | 28-Aug-2001       | 28-Aug-2011  | 41      | NationsRent West, Inc. |
| United States of America | NATIONSRENT WE APPRECIATE YOUR BUSINESS & Design | Registered | 75/615,380         | 04-Jan-1999 | 2,357,015           | 13-Jun-2000       | 13-Jun-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | NO SWEAT... JUST PERFORMANCE                     | Registered | 76/006,094         | 21-Mar-2000 | 2,454,199           | 22-May-2001       | 22-May-2011  | 41      | NationsRent West, Inc. |
| United States of America | ON THE JOB WITH CONSTRUCTION BOB & Design        | Registered | 75/525,960         | 27-Jul-1998 | 2,328,190           | 14-Mar-2000       | 14-Mar-2010  | 35, 37  | NationsRent West, Inc. |
| United States of America | ONWARD AND UPWARD                                | Registered | 74/237,048         | 13-Jan-1992 | 1,716,728           | 15-Sep-1992       | 15-Sep-2002  | 41      | NationsRent West, Inc. |
| United States of America | RENTCENTER & Design                              | Registered | 72/107,252         | 27-Oct-1960 | 723,393             | 21-Oct-1961       | 31-Oct-2001  | 42      | NationsRent West, Inc. |