

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNBELT RENTALS, INC.		07/21/2003	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	LLOYDS TSB BANK PLC (AS SECURITY AGENT)
Street Address:	6-8 EASTCHEAP
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC3M 1AE
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 4	
Property Type	Number
Registration Number:	2577640
Registration Number:	2459813
Registration Number:	2459814
Registration Number:	2193032

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 878-8000
Email:	trademark.group@cliffordchance.com
Correspondent Name:	CLIFFORD CHANCE US LLP
Address Line 1:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	100827/9
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DOMESTIC REPRESENTATIVE

CH \$115.00 2577640

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine F. Benton

Total Attachments: 4

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**SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Sunbelt Rentals, Inc., a North Carolina corporation (herein referred to as the “**Debtor**”), having an address at 1337 Hundred Oaks Drive, Charlotte, North Carolina, 28217, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the “**Trademarks**”); and

WHEREAS, Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as Senior Agent, Salomon Brothers International Limited as Arranger, the Senior Lenders, the Hedge Counterparties, the Bilateral Lenders, the Subordinated Noteholder, the Borrowers, the Intra-Group Borrowers, the Intra-Group Lenders and the Obligors (each as defined therein) have entered into an Intercreditor Deed dated on or about May 31, 2000 (as such agreement may be modified, supplemented, amended as restated from time to time (the “**Intercreditor Deed**”) and pursuant to Intercreditor Deed, the Security Agent has been appointed and is serving as trustee for the Secured Beneficiaries; and

WHEREAS, the Debtor has entered into a Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the “**Security Agreement**”, the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Security Agent; and


WHEREAS, pursuant to the Security Agreement, the Debtor has granted to Security Agent a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent's address is P.O. Box 787, 4th Floor 6-8 Eastcheap, London EC3M 1AE

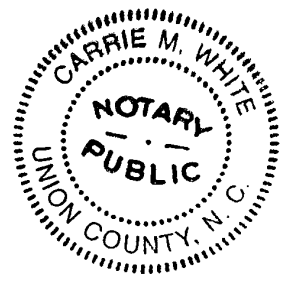
IN WITNESS WHEREOF, the Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the 21st of July, 2003.

By: 
Name: Kurt J. Kenkel
Title: Senior Vice President

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF Union)

On this 21st day of July, 2003, before me personally appeared Kurt J. Kenkel, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of the Debtor; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he signed his name thereto in his capacity as an authorized officer of said corporation pursuant to such authority.

Carrie M. White
Notary Public



**Schedule 2-A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
QUIET FLOW	June 11, 2002	2577640
SUNBELT RENTALS	June 12, 2001	2459813
SUNBELT RENTALS & Design	June 12, 2001	2459814
FREQUENT RENTER PROGRAM	October 6, 1998	2193032