

05-07-2003



102441043

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

1. Name of conveying party(ies):

5-2-03

Fleet National Bank, as Administrative Agent

- Individual(s) Association General Partnership Limited Partnership Corporation-State- National Banking Association Other

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: 2nd Floor

Street Address: 401 Merritt Seven

City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

3. Nature of Conveyance:

Replacement of former administrative agent with successor administrative agent as secured party under security agreement.

Execution Date: February 28, 2003

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

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Michael Ross, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 3.41): \$ 890.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500927

DO NOT USE THIS SPACE

9. Signature.

Michael Ross Name of Person Signing

Signature

May 1, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/06/2003 6TON11 00000094 75594299

01 FC:8521 02 FC:8522

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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	1800NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	1-800-NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	1-800-NO-SWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	1800NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	1-800-NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	1-800-NO-SWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	A-ACTION	Registered	74/584,281	11-Oct-1994	1,925,894	10-Oct-1995	10-Oct-2005	37	NationsRent Wes 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	NATION-RENT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	NATIONRENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	NATION-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent Wes Inc.
United States of America	NATIONSRENT & Design	Registered	76/152,645	24-Oct-2000	2,496,250	09-Oct-2001	09-Oct-2011	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.

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Classes	Owner Name
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 & 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	Registered	76/152,644	24-Oct-2000	2,509,600	20-Nov-2001	20-Nov-2011	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	Allowed	75/774,576	12-Aug-1999				7, 8, 25	NationsRent West, Inc.
United States of America	NATIONS TOOLS & Design	Allowed	75/774,152	12-Aug-1999				7, 8, 25	NationsRent West, Inc.
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	NATIONS-RENT.COM (Domain)	Open				14-May-2001	14-May-2002		NationsRent West

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Classes	Owner Name
United States of America	(Name) NATIONS-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		Inc. NationsRent Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.COM	Open				14-May-2001	14-May-2002		NationsRent Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.COM	Open				14-May-2001	14-May-2002		NationsRent Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.NET	Open				14-May-2001	14-May-2002		NationsRent Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.NET	Open				14-May-2001	14-May-2002		NationsRent Inc.
United States of America	(Domain Name) NO SWEAT . . . JUST PERFORMANCE	Registered	76/006,094	21-Mar-2000	2,454,199	22-May-2001	22-May-2011	41	NationsRent 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 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 Inc.
United States of America	RENTCENTER & Design	Registered	72/107,252	27-Oct-1960	723,393	21-Oct-1961	31-Oct-2001	42	NationsRent Inc.
United States of America	NATIONSRENT NATIONSRENT NO SWEAT & Design	Allowed	75/654,617	05-Mar-1999				35, 37	NationsRent Inc.
United States of America	NATIONSRENT TOOLRENTAL & Design	Allowed	75/772,926	11-Aug-1999				37	NationsRent Inc.
United States of America	NATIONSRENT TRUCKRENTAL & Design	Allowed	75/773,166	11-Aug-1999				39	NationsRent Inc.

**ACKNOWLEDGEMENT OF SUCCESSOR ADMINISTRATIVE AGENT REPLACING
FORMER ADMINISTRATIVE AGENT AS SECURED PARTY HOLDING SECURITY
INTEREST IN TRADEMARKS AND SERVICE MARKS**

February 26, 2003

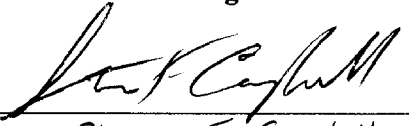
WHEREAS, Fleet National Bank, a national banking association having a place of business at 100 Federal Street, Boston, Massachusetts 02110 ("Fleet"), as the administrative agent (the "Administrative Agent") for certain lending institutions which were parties to a Debtor In Possession Revolving Credit Agreement, dated as of December 18, 2001 (as amended and in effect from time to time, the "Original Credit Agreement"), among NationsRent, Inc. and its Subsidiaries party thereto (collectively, the "Borrowers"), Fleet, as Administrative Agent, Syndication Agent, Swing Bank and Issuing Bank, Wachovia Bank, National Association (f/k/a First Union National Bank), as syndication agent, and Fleet Securities, Inc. and Wachovia Securities, Inc., as co-arrangers and book managers, was the holder of a security interest in the trademarks, trade names, trade dress, service marks and other indicia of trade origin (and the goodwill associated therewith) identified on Exhibit A hereto (collectively, the "Marks") and in the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office ("PTO") identified on said Exhibit A pursuant to a Trademark Collateral Security and Pledge Agreement, dated as of April 2, 2002 (the "Original Trademark Security Agreement"), between NationsRent West, Inc. (the "Grantor") and Fleet, in its capacity as Administrative Agent, and recorded with the PTO on June 11, 2002 at Reel 002529, Frame 0033; and

WHEREAS, on December 31, 2002, (i) the Original Credit Agreement was amended and restated by that certain Amended and Restated Debtor In Possession Revolving Credit Agreement, dated as of December 31, 2002 (the "Amended and Restated Credit Agreement"), among the Borrowers, General Electric Capital Corporation ("GECC"), as Administrative Agent (as successor to Fleet), GECC, as Syndication Agent, GECC, as Co-Agent, and the lending institutions party thereto, (ii) simultaneously with the amendment and restatement of the Original Credit Agreement, Fleet resigned as Administrative Agent and GECC was appointed Administrative Agent, and (iii) the Original Trademark Security Agreement was amended and restated by that certain Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of December 31, 2002 (the "Amended and Restated Trademark Security Agreement"), between the Grantor and GECC, as Administrative Agent (as successor to Fleet), and recorded with the PTO on or about January 7, 2003 (Reel and Frame numbers not available as of the date hereof);

NOW THEREFORE, GECC, in its capacity as the successor Administrative Agent under the Amended and Restated Credit Agreement, hereby acknowledges and confirms that Fleet resigned as Administrative Agent effective December 31, 2002, and was replaced by GECC effective December 31, 2002, and accordingly, as of such date (i) GECC is the Administrative Agent for purposes of both the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement and (ii) GECC is the successor holder of the security interest in the Marks and the registrations of and registration applications for the Marks identified on said Exhibit A.

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**GENERAL ELECTRIC CAPITAL
CORPORATION, as the successor
Administrative Agent under the Amended
and Restated Credit Agreement**

By: 

Name: Steven F. Campbell

Title: Risk Manager