

05-21-2003



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Form PTO-1594 (Rev. 10/02) 5-19-03
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Resubmit

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

1. Name of conveying party(ies):

NationsRent, Inc.

1-7-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: DECEMBER 31, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address:

Street Address: 401 Merritt Seven, 2nd Floor

City: NORWALK State: CT Zip: 06856

- 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 Attached Schedule A

75594299

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: Andrew Nash

Internal Address:

Street Address: Bingham McCutchen LLP

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:

DO NOT USE THIS SPACE

9. Signature.

11/09/2003 DBYRNE 00000209 75594299

Andrew Nash
Name of Person Signing

Andrew Nash
Signature

January 6, 2003
Date

27

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

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

sent via US Express on January 6, 2003

TRADEMARK
REEL: 002739 FRAME: 0512

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 West, Inc.
United States of America	1-800-NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1800NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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 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	NATION-RENT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONRENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATION-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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.

BUSDOCS:1171216.4

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 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	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 of America	NATIONS-RENT.COM (Domain)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.

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 West, Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.COM	Open				14-May-2001	14-May-2002		Inc. NationsRent West, Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.COM	Open				14-May-2001	14-May-2002		Inc. NationsRent West, Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.NET	Open				14-May-2001	14-May-2002		Inc. NationsRent West, Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.NET	Open				14-May-2001	14-May-2002		Inc. 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	Inc. 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	Inc. 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	Inc. 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	Inc. NationsRent West, Inc.
United States of America	NATIONSRENT NATIONSRENT NO SWEAT & Design	Allowed	75/654,617	05-Mar-1999				35, 37	Inc. NationsRent West, Inc.
United States of America	NATIONSRENT TOOLRENTAL & Design	Allowed	75/772,926	11-Aug-1999				37	Inc. NationsRent West, Inc.
United States of America	NATIONSRENT TRUCKRENTAL & Design	Allowed	75/773,166	11-Aug-1999				39	Inc. NationsRent West, Inc.

**AMENDED AND RESTATED TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of December 31, 2002 (this "Trademark Agreement"). between NATIONSRENT WEST, INC., a Delaware corporation and a debtor and a debtor in possession (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (as successor to Fleet National Bank) (hereinafter, in such capacity, the "Administrative Agent") for itself, the other Agents (as defined in the Credit Agreement) and the other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to that certain Amended and Restated Debtor In Possession Revolving Credit Agreement dated as of December 31, 2002 (as amended and in effect from time to time, the "Credit Agreement"), among the Grantor, the other Borrowers (as defined in the Credit Agreement), each as a debtor and debtor in possession, the Lenders, General Electric Capital Corporation, as the syndication agent for the Lenders, General Electric Capital Corporation, as the co-agent for the Lenders, the Administrative Agent, and GECC Capital Markets Group, Inc., as Lead Arranger and Book Manager.

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, since the Filing Date, the Grantor and the other Borrowers have continued to operate their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Grantor, the other Borrowers, the lending institutions party thereto and Fleet National Bank, as the Administrative Agent, Wachovia Bank, National Association, as the Syndication Agent, and Fleet Securities, Inc. and First Union Securities, Inc., d/b/a Wachovia Securities, as the Co-Arrangers and Book Managers, are parties to that certain Debtor In Possession Revolving Credit Agreement, dated as of December 18, 2001, as amended to date (as amended, the "Original Credit Agreement"), pursuant to which the Lenders have extended credit to the Grantor and the other Borrowers on the terms set forth therein;

WHEREAS, the Grantor and the Administrative Agent are parties to a Trademark Collateral Security and Pledge Agreement dated as of April 2, 2002 (the "Original Trademark Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Grantor execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Agents, an amendment and restatement of the Original Trademark Agreement in substantially the form hereof;

WHEREAS, on the date hereof, the Grantor is also executing and delivered to the Administrative Agent, for the benefit of the Lenders and the Agents, 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 Lenders and the Agents, 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);

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

WHEREAS, the parties hereto wish to ratify, confirm and continue the pledges and security interests granted under the Original Trademark Agreement in favor of the Administrative Agent, for the benefit of the Lenders and the Agents and to amend and restate their rights and obligations under the Original Trademark Agreement as provided herein;

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 to amend and restate the Original Trademark Agreement:

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 Amended and Restated 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 or 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 Lenders and the Agents, 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 Lenders and the Agents. 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 Lenders and the Agents, 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 Lenders and the Agents, 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 Final Order. This Agreement supplements the Final Order without in any way diminishing or limiting the effect of the Final Order 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(a); and (xi) except for 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 any and all Uniform Commercial Code financing statements filed in connection with the Original 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 financing statements.

4. INSPECTION RIGHTS.

The Grantor hereby grants to each of the Agents and the Lenders and their 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 Schedule 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 of this Trademark Agreement.

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 Agents and Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by any Agent or Lender 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 any Agent or Lender 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 Administrative 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 of this Trademark Agreement, 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 State of New York, 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 Administrative 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 Agents and the Lenders 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, NO AGENT OR LENDER 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 AGENTS AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY AGENT OR LENDER 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 by 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 General Electric Capital Corporation, 401 Merritt Seven, 2nd Floor, Norwalk, Connecticut, 06856, Attention: Capital Markets Group, Steven F. Campbell, Vice President 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 Required Lenders) 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 Required Lenders. 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 STATE OF NEW YORK. The Grantor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the Bankruptcy Court or the courts of the State of New York 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 none of the Agents or Lenders nor any representative, agent or attorney of any Agent or Lender has represented, expressly or otherwise, that any Agent or Lender 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 any Agent or Lender is a party, the Agents and the Lenders 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 Agents, the Lenders 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.

22. TRANSITIONAL ARRANGEMENTS.

This Trademark Agreement shall replace and supercede the Original Trademark Agreement in its entirety on and as of the Closing Date. On the Closing Date, the rights

and obligations of the parties under the Original Trademark Agreement shall be subsumed within and governed by this Trademark Agreement. The pledge and security interest granted by this Trademark Agreement is a continuation and an extension of the pledge and security interest granted in the Original Trademark Agreement. This Trademark Agreement shall not be deemed to constitute a novation of the Original 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:

Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: *Steven F. Campbell*

Name: *Steven F. Campbell*

Title: *Risk Manager*

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 _____, 2002, 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:

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: Brent House
Name: BRENT HOUSE
Title: CONTROLLER

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of DECEMBER, 2002, personally appeared BRENT HOUSE to me known personally, and who, being by me duly sworn, deposes and says that he is the CONTROLLER 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 CONTROLLER acknowledged said instrument to be the free act and deed of said corporation.

Roxanne Argabrite
Notary Public
My commission expires: 12/19/06



ROXANNE ARGABRITE
Notary Public, State of Ohio
My Commission Expires 12/19/06

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 West, Inc.
United States of America	1-800-NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1800NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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 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	NATION-RENT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONRENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATION-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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.

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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 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-2011	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 of America	NATIONS-RENT.COM (Domain)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.

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 West, Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.COM	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.COM	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.NET	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.NET	Open				14-May-2001	14-May-2002		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.
United States of America	NATIONSRENT NATIONSRENT NO SWEAT & Design	Allowed	75/654,617	05-Mar-1999				35, 37	NationsRent West, Inc.
United States of America	NATIONSRENT TOOLRENTAL & Design	Allowed	75/772,926	11-Aug-1999				37	NationsRent West, Inc.
United States of America	NATIONSRENT TRUCKRENTAL & Design	Allowed	75/773,166	11-Aug-1999				39	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	1800NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1800NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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 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	2,351,802	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 West, Inc.
United States of America	NATIONRENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATION-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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 of America	NATIONS-RENT.COM (Domain)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.

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 West, Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.COM	Open				14-May-2001	14-May-2002		Inc. NationsRent West, Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.COM	Open				14-May-2001	14-May-2002		Inc. NationsRent West, Inc.
United States of America	(Domain Name) NATIONSRENT-RACING.NET	Open				14-May-2001	14-May-2002		Inc. NationsRent West, Inc.
United States of America	(Domain Name) NATIONS-RENT-RACING.NET	Open				14-May-2001	14-May-2002		Inc. NationsRent West, 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	Inc. 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	Inc. 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	Inc. 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	Inc. NationsRent West, Inc.
United States of America	NATIONSRENT NATIONSRENT NO SWEAT & Design	Allowed	75/654,617	05-Mar-1999				35, 37	Inc. NationsRent West, Inc.
United States of America	NATIONSRENT TOOLRENTAL & Design	Allowed	75/772,926	11-Aug-1999				37	Inc. NationsRent West, Inc.
United States of America	NATIONSRENT TRUCKRENTAL & Design	Allowed	75/773,166	11-Aug-1999				39	Inc. NationsRent West, Inc.

**AMENDED AND RESTATED TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of December 31, 2002 (this "Trademark Agreement"), between NATIONSRENT WEST, INC., a Delaware corporation and a debtor and a debtor in possession (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (as successor to Fleet National Bank) (hereinafter, in such capacity, the "Administrative Agent") for itself, the other Agents (as defined in the Credit Agreement) and the other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to that certain Amended and Restated Debtor In Possession Revolving Credit Agreement dated as of December 31, 2002 (as amended and in effect from time to time, the "Credit Agreement"), among the Grantor, the other Borrowers (as defined in the Credit Agreement), each as a debtor and debtor in possession, the Lenders, General Electric Capital Corporation, as the syndication agent for the Lenders, General Electric Capital Corporation, as the co-agent for the Lenders, the Administrative Agent, and GECC Capital Markets Group, Inc., as Lead Arranger and Book Manager.

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, since the Filing Date, the Grantor and the other Borrowers have continued to operate their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Grantor, the other Borrowers, the lending institutions party thereto and Fleet National Bank, as the Administrative Agent, Wachovia Bank, National Association, as the Syndication Agent, and Fleet Securities, Inc. and First Union Securities, Inc., d/b/a Wachovia Securities, as the Co-Arrangers and Book Managers, are parties to that certain Debtor In Possession Revolving Credit Agreement, dated as of December 18, 2001, as amended to date (as amended, the "Original Credit Agreement"), pursuant to which the Lenders have extended credit to the Grantor and the other Borrowers on the terms set forth therein;

WHEREAS, the Grantor and the Administrative Agent are parties to a Trademark Collateral Security and Pledge Agreement dated as of April 2, 2002 (the "Original Trademark Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Grantor execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Agents, an amendment and restatement of the Original Trademark Agreement in substantially the form hereof;

WHEREAS, on the date hereof, the Grantor is also executing and delivered to the Administrative Agent, for the benefit of the Lenders and the Agents, 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 Lenders and the Agents, 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);

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

WHEREAS, the parties hereto wish to ratify, confirm and continue the pledges and security interests granted under the Original Trademark Agreement in favor of the Administrative Agent, for the benefit of the Lenders and the Agents and to amend and restate their rights and obligations under the Original Trademark Agreement as provided herein;

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 to amend and restate the Original Trademark Agreement:

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 Amended and Restated 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 or 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 Lenders and the Agents, 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 Lenders and the Agents. 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 Lenders and the Agents, 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 Lenders and the Agents, 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 Final Order. This Agreement supplements the Final Order without in any way diminishing or limiting the effect of the Final Order 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(a); and (xi) except for 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 any and all Uniform Commercial Code financing statements filed in connection with the Original 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 financing statements.

4. INSPECTION RIGHTS.

The Grantor hereby grants to each of the Agents and the Lenders and their 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 Schedule 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 of this Trademark Agreement.

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 Agents and Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by any Agent or Lender 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 any Agent or Lender 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 Administrative 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 of this Trademark Agreement, 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 State of New York, 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 Administrative 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 Agents and the Lenders 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, NO AGENT OR LENDER 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 AGENTS AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY AGENT OR LENDER 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 by 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 General Electric Capital Corporation, 401 Merritt Seven, 2nd Floor, Norwalk, Connecticut, 06856, Attention: Capital Markets Group, Steven F. Campbell, Vice President 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 Required Lenders) 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 Required Lenders. 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 STATE OF NEW YORK. The Grantor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the Bankruptcy Court or the courts of the State of New York 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 none of the Agents or Lenders nor any representative, agent or attorney of any Agent or Lender has represented, expressly or otherwise, that any Agent or Lender 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 any Agent or Lender is a party, the Agents and the Lenders 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 Agents, the Lenders 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.

22. TRANSITIONAL ARRANGEMENTS.

This Trademark Agreement shall replace and supercede the Original Trademark Agreement in its entirety on and as of the Closing Date. On the Closing Date, the rights

and obligations of the parties under the Original Trademark Agreement shall be subsumed within and governed by this Trademark Agreement. The pledge and security interest granted by this Trademark Agreement is a continuation and an extension of the pledge and security interest granted in the Original Trademark Agreement. This Trademark Agreement shall not be deemed to constitute a novation of the Original 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:

Title:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Administrative Agent

By: *Steven F. Campbell*

Name: *Steven F. Campbell*
Title: *Risk Manager*

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 _____, 2002, 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:

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: Brent House
Name: BRENT HOUSE
Title: CONTROLLER

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of DECEMBER, 2002, personally appeared BRENT HOUSE to me known personally, and who, being by me duly sworn, deposes and says that he is the CONTROLLER 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 CONTROLLER acknowledged said instrument to be the free act and deed of said corporation.

Roxanne Argabrite
Notary Public
My commission expires: 12/9/06



ROXANNE ARGABRITE
Notary Public, State of Ohio
My Commission Expires 12/9/06

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 West, Inc.
United States of America	1-800-NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1800NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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 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	NATION-RENT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONRENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATION-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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.

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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 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 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 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 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 NATIONSTOOLS & 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 of America	NATIONS-RENT.COM (Domain)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.

Country	Trademark (Name)	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Classes	Owner Name
United States of America	NATIONS-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONSRENT-RACING.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONS-RENT-RACING.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONSRENT-RACING.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONS-RENT-RACING.NET (Domain Name)	Open				14-May-2001	14-May-2002		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.
United States of America	NATIONSRENT NO SWEAT & Design	Allowed	75/654,617	05-Mar-1999				35, 37	NationsRent West, Inc.
United States of America	NATIONSRENT TOOLRENTAL & Design	Allowed	75/772,926	11-Aug-1999				37	NationsRent West, Inc.
United States of America	NATIONSRENT TRUCKRENTAL & Design	Allowed	75/773,166	11-Aug-1999				39	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:

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 West, Inc.
United States of America	1-800-NOSWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1800NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NOSWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	1-800-NO-SWEAT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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 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	NATION-RENT.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONRENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATION-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, 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 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	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, Inc.

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Classes	Owner Name
United States of America	NATIONS-RENT (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONS-RENT.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONSRENT-RACING.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONS-RENT-RACING.COM (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONSRENT-RACING.NET (Domain Name)	Open				14-May-2001	14-May-2002		NationsRent West, Inc.
United States of America	NATIONS-RENT-RACING.NET (Domain Name)	Open				14-May-2001	14-May-2002		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.
United States of America	NATIONSRENT NATIONSRENT NO SWEAT & Design	Allowed	75/654,617	05-Mar-1999				35, 37	NationsRent West, Inc.
United States of America	NATIONSRENT TOOLRENTAL & Design	Allowed	75/772,926	11-Aug-1999				37	NationsRent West, Inc.
United States of America	NATIONSRENT TRUCKRENTAL & Design	Allowed	75/773,166	11-Aug-1999				39	NationsRent West, Inc.

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