

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Trademark Security Agreement
-----------------------	------------------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NES Equipment Services Corporation		08/17/2004	CORPORATION: ILLINOIS
Rebel Studio Rentals, Inc.		08/17/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	One South Wacker Drive, Suite 1400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Institution: UNITED STATES

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1635507	
Registration Number:	1671133	
Registration Number:	1635280	
Registration Number:	1635721	
Registration Number:	2644096	RENTMASTER

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(714) 540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Perry J. Viscounty, Esq.
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024819-0029
-------------------------	-------------

OP \$140.00 1635507

NAME OF SUBMITTER:

Anna T Kwan

Total Attachments: 7

source=NES_Page_1#page1.tif

source=NES_Page_2#page1.tif

source=NES_Page_3#page1.tif

source=NES_Page_4#page1.tif

source=NES_Page_5#page1.tif

source=NES_Page_6#page1.tif

source=NES_Page_7#page1.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 17, 2004, is made by each of NES EQUIPMENT SERVICES CORPORATION, an Illinois corporation and REBEL STUDIO RENTALS, INC., a California corporation (individually and collectively, "Grantor") in favor of Bank of America, N.A., a national banking association, as administrative agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Agent"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Loan and Security Agreement (as hereinafter defined).

WHEREAS, Grantor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor has entered into a Loan and Security Agreement, dated as of August 17, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among NES Rentals Holdings, Inc. (the "Borrower"), the subsidiaries of Borrower signatories thereto (including Grantor), the lenders signatories thereto, Bear, Stearns & Co. Inc., as syndication agent, and Agent, as administrative agent for said lenders (in such capacity "Administrative Agent");

WHEREAS, Grantor has entered into an Intercreditor Agreement, dated as of August 17, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and among Bank of America, N.A., as "First Priority Agent," Bank of America, N.A., as "Second Priority Agent," and the Borrowers and Guarantors from time to time a party thereto; and

WHEREAS, pursuant to the Loan and Security Agreement, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Agent for the benefit of itself and each Lender a continuing Lien upon (i) the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing, and (ii) the right to sue for all past, present and future infringements of any of the foregoing (the "Collateral").

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Loan and Security Agreement, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Agent for the benefit of itself and each Lender a continuing security interest in the Collateral and interests of the Grantor in the Collateral.

Notwithstanding the preceding paragraph, this Agreement shall not constitute a grant of a security interest in any trademark application filed in the United States Patent and

Trademark Office on the basis of the Grantor's "intent to use" such trademark to the extent that, and only for so long as, such grant of a security interest constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor in such trademark.

Notwithstanding anything herein to the contrary, the security interest granted pursuant to this Agreement and the exercise of any right or remedy by Administrative Agent hereunder in respect of the Collateral are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern with respect to matters relating to the Pledged Collateral

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

NES EQUIPMENT SERVICES CORPORATION,
as Grantor

By: 
Name:
Title:

REBEL STUDIO RENTALS, INC.,
as Grantor

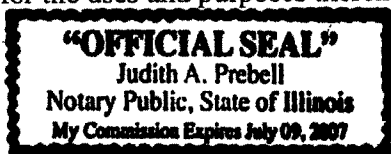
By: 
Name:
Title:

STATE OF Illinois

ss.:

COUNTY OF Cook

On this 13 day of August, 2004, before me personally came Michael D. Milligan to me known to be the person who executed the foregoing instrument, and ~~who~~, being duly sworn by me, did depose and say that s/he is the Chief Financial Officer of NES Equipment Services Corporation, a corporation, and that s/he executed the foregoing instrument in the name of NES Equipment Services Corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.



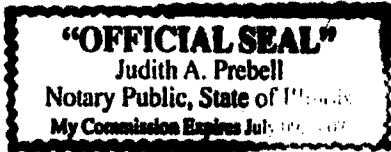
Judith A. Prebell
Notary Public

STATE OF Illinois

SS.:

COUNTY OF Cook

On this 13 day of August, 2004, before me personally came Michael D. McLean, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Chief Financial Officer of Rebel Studio Rentals, Inc., a Corporation and that s/he executed the foregoing instrument in the name of Rebel Studio Rentals, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.



Judith A. Prebell
Notary Public

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

(Please see attached)

SCHEDULE 1A

MARK	Registration Number	Registered Owner
MISCELLANEOUS DESIGN	U.S. Reg. No. 1,635,507	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	U.S. Reg. No. 1,671,133	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	U.S. Reg. No. 1,635,280	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	U.S. Reg. No. 1, 635,721	NES Equipment Services Corporation
RENTMASTER	U.S. Reg. No. 2,644,096	Rebel Studio Rentals, Inc.