

12-08-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER TRADEMARKS (

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ERCE Office

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

12/2/04

1. Name of conveying party(ies): Lloyds TSB Bank PLC

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Termination of Security Interest

Execution Date: 11/24/2004

2. Name and address of receiving party(ies)

Name: Sunbelt Rentals, Inc.

Internal

Address:

Street Address: 1337 Hundred Oaks Drive

City: Charlotte State: NC Zip: 28217

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State North Carolina, 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

OFFICE OF PUBLIC RECORDS FINANCE SECTION 2004 DEC 12 AM 11:13

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

A. Trademark Application No.(s) 75-579813, 75-156359 75-586152

B. Trademark Registration No.(s) 2577640, 2333378, 2396929, 2344838, 2459813, 2459814

Additional number(s) attached Yes No

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

Name: LaShana C. Jimmar, Paralegal

Internal Address: Paul, Hastings, Janofsky &

Walker, LLP

Suite 2400

Street Address: 600 Peachtree Street

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

LaShana C. Jimmar

Name of Person Signing

Signature

11/29/2004

Date

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

12/07/2004 GTOM11 00000063 75579813

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

01 FC:8521 02 FC:8522

40.00 DP 200.00 DP

**TERMINATION OF SECURITY INTEREST
(Trademarks)**

24th Nov This **TERMINATION OF SECURITY INTEREST**, dated as of November 24, 2004, is made by **LLOYDS TSB BANK PLC** as Agent (the "Security Agent").

WHEREAS, ASHTEAD GROUP PLC for itself and each other of the obligors, including without limitation **SUNBELT RENTALS, INC.** (jointly and severally the "Grantor") granted to the Security Agent a security interest in certain personal property of the Grantor, including without limitation a security interest in certain trademarks ("Trademarks") and trademark licenses ("Trademark Licenses") pursuant to that certain US Security Agreement, dated as of June 1, 2000, among the Grantor and the Security Agent, as supplemented by that certain Supplement to Security Agreement, dated as of June 1, 2000, by the Grantor; and

WHEREAS, the security interest granted to the Security Agent was recorded at the United States Patent and Trademark Office on June 7, 2000 at Reel 2098 and Frame 0773 in connection with certain of the Trademarks and on July 29, 2003 at Reel 2691 and Frame 0286 in connection with the remaining Trademarks; and

WHEREAS, the Security Agent has agreed to terminate and release its security interest in all of such Trademarks and Trademark Licenses, including, without limitation, Trademarks and Trademark Licenses identified on Schedule A hereto, as herein provided;

NOW THEREFORE, for value consideration, the Security Agent hereby terminates and releases all mortgages, liens and security interests granted to the Security Agent in the following Trademarks and Trademark Licenses:

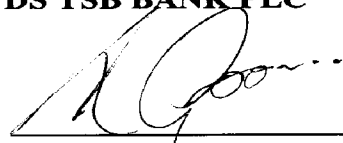
1. all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party including those referred to on Schedule A hereto;
2. all reissues, continuances or extensions of the foregoing;
3. all good will of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
4. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Security Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

LLOYDS TSB BANK PLC

By:


Name: Richard Groom
Title: Banker

CLT 820598v3