

12-09-2004

PTO-1594 v. 10/02
MB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Sunbelt Rentals, Inc.

- 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: 11/12/2004

2. Name and address of receiving party(ies)

Name: Bank of America, N.A. as Administrative Agent
Internal Address: 8th Floor

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339-3153

- Individual(s) citizenship
- Association National 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) 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

2004 DEC -6 PM 2:28
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

LaShana C. Jimmar

Name of Person Signing

Signature

12/3/2004

Date

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

12/09/2004 GT0N11 00000061 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 40.00 OP
02 FC:8522 200.00 OP

TRADEMARK
REEL: 003089 FRAME: 0102

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of November 12, 2004, by SUNBELT RENTALS, INC., a North Carolina corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as agent for itself, the Lenders (as defined below) and the Agents (as defined in the Loan Agreement described below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof among the financial institutions from time to time parties thereto (such financial institutions, together with their respective successors and permitted assigns, are referred to each individually as a "Lender" and collectively as the "Lenders"), the Administrative Agent, General Electric Capital Corporation, as collateral agent, the other agents party thereto, Ashtead Group public limited company, an English public limited company, as borrower representative and as a guarantor (the "Parent Guarantor"), Grantor and each of the Parent Guarantor's other Subsidiaries (as defined in the Loan Agreement) identified on the signature pages thereof as borrowers (together with Grantor, such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers") (including all annexes, exhibits and schedules thereto and as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders and the Agents have agreed to make the Loans (as defined in the Loan Agreement) and other financial accommodations to the Borrowers; and

WHEREAS, pursuant to Loan Agreement, Grantor is required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance of all of the Obligations, Grantor hereby grants to the Administrative Agent a continuing security interest in all of the following personal property of Grantor, whether now owned or existing or hereafter created, acquired or arising and wheresoever located (collectively, the "Trademark Collateral"):

(a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (provided that no security interest shall be granted in intent-to-use

trademark applications to the extent that the grant of a security interest therein would impair the validity of such intent-to-use trademark applications under Applicable Law), including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof (each a "Trademark");

(b) all renewals, reissues, continuations or extensions of the foregoing;

(c) all income, royalties and other payments now and hereafter due and/or payable under and with respect the foregoing, including, without limitation, payments under all licenses entered into in connection therewith;

(d) all goodwill of the business connected with the use of each Trademark and each license with respect to a Trademark; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the provisions of the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

ATL/1068016.4

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 003089 FRAME: 0104

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina

COUNTY OF Mecklenburg

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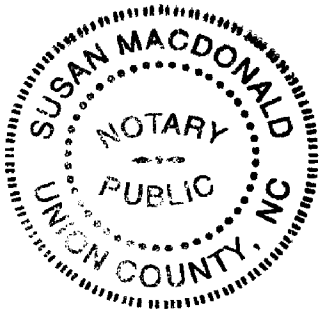
On this 4th day of November, 2004 before me personally appeared Kurt Kenkel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sunbelt Rentals, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan Macdonald

Notary Public

May 23, 2009

{seal}



**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

**CURRENT TRADEMARKS, SERVICE MARKS, AND TRADEMARK
APPLICATIONS OF GRANTOR**

<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
United States	QUIET FLOW (trademark)	2577640	6/11/02
United States	FREEQUENT RENTER PROGRAM (service mark)*	2193032	10/6/98
United States	SUNBELT RENTALS and design (service mark)	2459814	6/12/01
United States	SUNBELT RENTALS (service mark)	2459813	6/12/01
United States	VENDORFEST (service mark)	2333378	3/21/00
United States	ALL YOUR EQUIPMENT NEEDS...ONE COMPANY (service mark)	2396929	10/24/00
United States	RENTAL SOLUTIONS (service mark)	2344838	4/25/00
United States	SUNBELT LOYALTY PLUS (service mark)	2455891	5/29/01
United States	AGGREGATE EQUIPMENT & SUPPLY (service mark)* ¹	2302112	12/21/99

* Not currently in use

¹ Registered to BET Plant Services, Inc. (prior legal name of company merged into SRI in June 2000)

TRADE NAMES

- a. BET Plant Services, Inc. (prior legal name of company merged into SRI in June 2000)
- b. Ivy Hi-Lift (prior BET Group trade name ("Prior BET")
- c. Aggregate Equipment & Supply (Prior BET)
- d. BPS Equipment Rental & Sales (Prior BET)
- e. Ivy Rents Equipment, Inc. (Prior BET)
- f. Ivy Rents Scaffolding, Inc. (Prior BET)
- g. Johnson Scaffolding Company, Inc. (legal name of company merged into SRI in October 2001)
- h. Johnson High Reach (Prior BET)
- i. MAC High Reach (Prior BET)
- j. MAC Hi-Reach (Prior BET)
- k. MAC Equipment Rental & Sales (Prior BET)
- l. Able Equipment Company (Prior BET)
- m. Aggregate Construction Equipment and Supply (Prior BET)
- n. Booms & Scissors South (Prior BET)
- o. Florida Contractor Rental & Sales (Prior BET)
- p. SAF-T-Green (Prior BET)
- q. The Highway Rental Co. (Prior BET)
- r. HRC Compressor (Prior BET)
- s. HRC Compressor Engineering (Prior BET)
- t. Sunbelt Equipment Rentals, Inc. (prior DBA in Texas)
- u. Hercules Machinery Corporation (stock acquired by SRI in March 2000)
- v. Hercules Parts, Inc. (stock acquired by SRI in March 2000)
- w. MKS Equipment, Inc. (stock acquired by SRI in March 2000)
- x. Sunbelt Plant Services, Inc. (company merged into SRI in June 2000)
- y. Sunbelt Plant Services of North Carolina, Inc. (prior legal name)
- z. REHIN, Inc. (merged into aa. below in June 2000)
- aa. BET International Services Holdings, Inc. (merged into a. above in June 2000)
- bb. McLean Rentals, Inc. (company merged into t. above in February 1986)