

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment for Security		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AHERN RENTALS, INC		08/18/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A. as Collateral Trustee		
<b>Street Address:</b>	Sixth and Marquette, N9303-120		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55479		
<b>Entity Type:</b>	Banking Corporation:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78390965	AHERN RENTALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Christine Wilson		
<b>Signature:</b>	/CHRISTINE WILSON/		
<b>Date:</b>	08/19/2005		

CH \$40.00 78390965

Total Attachments: 5

**900030463**

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AHERN RENTALS, INC. (herein referred to as "Obligor") has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office or an application for registration has been filed therefor (the "Trademarks");

WHEREAS, reference is made to the Security Agreement dated as of the date hereof (the "Security Agreement") among Wells Fargo Bank, N.A., as collateral trustee for the Secured Parties (as defined therein) (in such capacity, together with any successor collateral trustee, the "Collateral Trustee"), Obligor and each of the other Obligated Parties (as defined therein) that are signatories to the Security Agreement; and the Collateral Trustee and the Secured Parties are desirous of having a security interest and mortgage in favor of Collateral Trustee on the above-identified property in order to secure the payment of certain obligations of Obligor now or hereafter owing to the Collateral Trustee and the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, Obligor has assigned to Collateral Trustee and granted to Collateral Trustee a security interest in, and mortgage on, all right, title and interest of Obligor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Obligor does hereby further assign unto Collateral Trustee and grant to Collateral Trustee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Obligor does hereby further acknowledge and affirm that the rights and remedies of Collateral Trustee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the Security Agreement and the exercise of any right or remedy by Collateral Trustee hereunder and under the Security Agreement (including, without limitation, under Article 4 thereof) are subject to the provisions of the Intercreditor Agreement, dated as of August 18, 2005 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among Wachovia Bank, National Association, as First Lien Collateral Agent, Wells Fargo Bank, N.A., as Second Lien Collateral Trustee, Wachovia Bank, National Association, as Control Agent, and the Grantors (as each such term is defined therein) from time to time a party thereto. In the event of

any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

Obligor's address is an office at 4241 S. Arville St., Las Vegas, NV 89103.

IN WITNESS WHEREOF, Obligor has caused this Assignment For Security to be duly executed by its officer thereunto duly authorized as of the 18<sup>th</sup> day of August, 2005.

AHERN RENTALS, INC.

By: 

Name: Howard L. Brown

Title: Chief Financial Officer

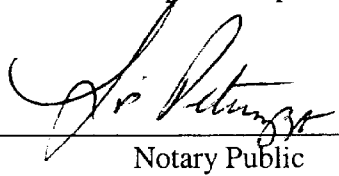
[Corporate Seal]

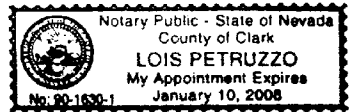
Assignment for Security

**TRADEMARK**  
**REEL: 003143 FRAME: 0682**

STATE OF NEVADA        )  
                                  : ss.:  
COUNTY OF CLARK        )

On this 16 day of August, 2005, before me personally appeared Howard L. Brown, to me known, who, being by me duly sworn, did depose and say that he resides at Las Vegas, Nevada, and that he is the Chief Financial Officer of the Obligor; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he signed his name thereto in his capacity as an authorized officer of said corporation pursuant to such authority.

  
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Notary Public



Assignment for Security

**SCHEDULE A TO ASSIGNMENT FOR SECURITY**

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Application or Registration Date</u></b>	<b><u>Application or Registration No.</u></b>
Ahern Rentals	March 25, 2004	78/390,965