

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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**08/26/2005**  
**900030951**

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Clarification	
<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>	Wachovia Bank, National Association		
<b>Street Address:</b>	301 S. College Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78390965	AHERN RENTALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)838-8689		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	212-838-8057		
<b>Email:</b>	czervos@kayescholer.com		
<b>Correspondent Name:</b>	Cynthia Zervos		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>		Cynthia Zervos	
<b>Signature:</b>		/Cynthia Zervos/	
<b>Date:</b>		08/26/2005	

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PAGE 005/008

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REEL: 003221 FRAME: 0776

AMENDED AND RESTATED ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AHERN RENTALS, INC. (herein referred to as "Assignor") has adopted, used and is using the trademark listed on the annexed Schedule A, which trademark is 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 Loan and Security Agreement dated as of October 29, 2004 as amended and restated on August 18, 2005 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, "Loan and Security Agreement") among certain lending institutions party thereto from time to time (each a "Lender" and collectively the "Lenders"), Wachovia Bank, National Association, as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, "Assignee"), Bank of America, N.A., as administrative agent for the Lenders (in such capacity, together with any successor agent, the "Administrative Agent," the Administrative Agent and Assignee collectively referred to herein as the "Agents"), Assignor, each of its subsidiaries party from time to time to the Loan and Security Agreement that become borrowers thereunder with the prior written consent of all the Lenders and each of the other Obligated Parties (as defined therein) that are signatories to the Loan and Security Agreement, and the Agents and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Agents and the Lenders; and

WHEREAS, pursuant to the Loan and Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor 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 Loan and Security Agreement.

WHEREAS, Assignor has assigned unto Assignee and granted to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations, which security interest was recorded by the U.S. Patent & Trademark Office on November 2, 2004 at Reel 003093, Frame 0172.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor reaffirms its assignment and grant for security interest in, and mortgage on, the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee 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 Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment For Security to be duly executed by its officer thereunto duly authorized as of the \_\_\_\_\_ day of August, 2005.

AHERN RENTALS, INC.

By: 

Name: HOWARD BROWN

Title: CHIEF FINANCIAL OFFICER

[Corporate Seal]

**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

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8/26/05 9:13

PAGE 003/008

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NUMBER 571-273-0140

DIANE RUSSELE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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REEL: 003221 FRAME: 0780

\*\* TOTAL PAGE: 08 \*\*

# KAYE SCHOLER LLP

From: Cynthia Zervos  
212 836-8057  
Fax 212 836-8689  
czervos@kayescholer.com

425 Park Avenue  
New York, New York 10022-3598  
212.836-8000  
Fax 212 836-8689  
www.kayescholer.com

## FAX

DATE: ~~September 2, 2005~~  
November 4, 2005

Total number of pages including this cover sheet: 8

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