

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H&E Equipment Services, Inc.	FORMERLY H&E Equipment Services L.L.C.	02/03/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2415025	ICM	
Registration Number:	2806425	H&E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404.572.2611		
<b>Email:</b>	vfitzpatrick@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	191 Peachtree Street		
<b>Address Line 2:</b>	Vandy F. Fitzpatrick		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		
<b>NAME OF SUBMITTER:</b>	Vandy F. Fitzpatrick		
<b>Signature:</b>	/s/ Vandy F. Fitzpatrick		
<b>Date:</b>	02/08/2006		

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**Total Attachments: 6**

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**H&E EQUIPMENT SERVICES INC.  
TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of February 3, 2006 (this "**Trademark Security Agreement**") between H&E EQUIPMENT SERVICES, INC., a Delaware corporation ("**Grantor**"), the successor by merger to H&E Equipment Services L.L.C., a Louisiana limited liability company ("**H&E LLC**"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "**Agent**") for itself and Lenders from time to time party to the Credit Agreement defined below ("**Lenders**").

**WHEREAS:**

- (A) Pursuant to that certain Credit Agreement dated as of June 17, 2002 (including all annexes, exhibits and schedules thereto, and as amended by Amendment No. 1 dated as of March 31, 2003, Amendment No. 2 dated as of May 14, 2003, Amendment No. 3 dated as of February 10, 2004, Amendment No. 4 dated as of October 26, 2004, Amendment No. 5 dated as of January 13, 2005, Amendment No. 6 dated as of March 11, 2005, Amendment No. 7 dated as of March 31, 2005, Amendment No. 8 dated as of October 13, 2005, Amendment No. 9 dated as of November 16, 2005, and as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") among H&E LLC, GREAT NORTHERN EQUIPMENT, INC., a Montana corporation ("**Great Northern**" and together with H&E LLC, each individually, a "**Existing Borrower**", and collectively, and jointly and severally, the "**Existing Borrowers**"), Agent, the other Persons named therein as Credit Parties, GENERAL ELECTRIC CAPITAL CORPORATION as Arranger (in such capacity, "**Arranger**"), BANK OF AMERICA, N.A. as Syndication Agent and as Documentation Agent, the Lenders have made available to Existing Borrowers, upon the terms and conditions thereof, certain revolving credit facilities;
- (B) In order to induce Lenders to enter into that certain Joinder Agreement, Consent and Amendment No. 10 to Credit Agreement dated as of the date hereof ("**Amendment No. 10**"), pursuant to which, among other things, Grantor will become a party to the Credit Agreement as a "Borrower", and to make Loans and incur Letter of Credit Obligations (as defined in the Credit Agreement) to or for the benefit of Grantor upon the terms and conditions provided for in the Credit Agreement, but only upon the condition, among others, that Grantor has agreed to execute and deliver to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**") by and between Grantor and Agent; and
- (D) Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 Credit Agreement and Annex A thereto.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

To secure the payment of the Obligations and all present and future obligations of the Grantor (all such Obligations and other secured obligations, the "**Secured Obligations**"), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by 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.

3. **SECURITY AGREEMENT**

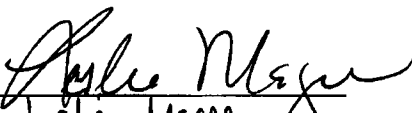
The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with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

4. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement shall terminate upon the payment and performance in full of the Obligations (other than Unasserted Contingent Obligations), pursuant to Section 11.2(e) of the Credit Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**H&E EQUIPMENT SERVICES, INC.,**  
as Grantor

By:   
Name: Leslie Magee  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF <sup>Louisiana</sup> NEW YORK )  
Parish of East Baton Rouge ss. Rouge  
COUNTY OF NEW YORK )

On this 1 day of February, 2006 before me personally appeared  
Leslie Magee, proved to me on the basis of satisfactory evidence to be  
the person who executed the foregoing instrument on behalf of H&E EQUIPMENT  
SERVICES, INC., who being by me duly sworn did depose and say that he/she 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/she acknowledged  
said instrument to be the free act and deed of said corporation.

Lucy Wells  
Notary Public #60444  
My commission expires: #T Death

This document was not prepared  
by this Notary Public.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

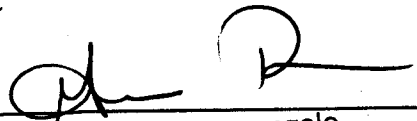
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**H&E EQUIPMENT SERVICES, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:  \_\_\_\_\_  
Name: Gina Provenzale  
Title: Vice President  
Duly Authorized Signatory

**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

**SCHEDULE I**

**Trademark Collateral**

REGISTERED U.S. TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ICM	2,415,025	12/26/2000
H&E	2,806,425	01/20/2004