

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest (Second-Lien Loan and Security Agreement)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NES Equipment Services Corporation		07/20/2006	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Administrative Agent:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1671133		
Registration Number:	1635721		
Registration Number:	1635507		
Registration Number:	1635280		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8923		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart c/o White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1104031-0448		
<b>NAME OF SUBMITTER:</b>	Matthew Bart		

CH \$115.00 1671133

Signature:

/Matthew Bart/

Date:

08/07/2006

**Total Attachments: 7**

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, each of NES RENTALS HOLDINGS, INC., a Delaware Corporation ("NES"), NES EQUIPMENT SERVICES CORPORATION, an Illinois corporation, and REBEL STUDIO RENTALS, INC., a California corporation (individually and collectively, the "Grantor") hereby grants to Deutsche Bank Trust Company Americas ("DBTCA"), as Administrative Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Second-Lien Loan and Security Agreement among, inter alia, the Grantor, the other subsidiaries of NES from time to time party thereto and the Grantee, dated as of July 20, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Credit Agreement"). Upon the earlier of (i) the last day of the Term (as defined in the Credit Agreement) and (ii) the earlier termination of the Credit Agreement pursuant to Section 4.2 thereof, the Grantee shall, upon such termination, promptly execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those, set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee pursuant to this Grant and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 20, 2006 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), among NES Rentals Holdings II, Inc., NES, the other subsidiaries of NES from time to time party thereto, DBTCA, in its capacity as First-Lien Agent and Second-Lien Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of the Intercreditor Agreement shall govern and control.

**[Remainder of this page intentionally left blank; signature page follows]**


SCHEDULE A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Grantor</u>
MISCELLANEOUS DESIGN	1,671,133	1/7/1992	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	1,635,721	2/19/1991	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	1,635,507	2/19/1991	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	1,635,280	2/19/1991	NES Equipment Services Corporation
E*S-TRUCK	2,575,331	6/4/2002	Rebel Studio Rentals, Inc.
RENTMASTER	2,644,096	10/29/2002	Rebel Studio Rentals, Inc.

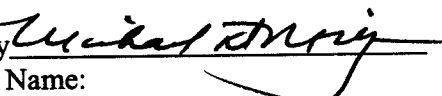
<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Grantor</u>
GEAR UP	78/680,383	7/28/2005	NES Rentals Holdings, Inc.
GEAR UP DESIGN	78/686,106	8/4/2005	NES Rentals Holdings, Inc.
NES RENTALS	78/680,403	7/28/2005	NES Rentals Holdings, Inc.
NES TRAFFIC SAFETY	78/680,416	7/28/2005	NES Rentals Holdings, Inc.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 20<sup>th</sup> day of July, 2006.

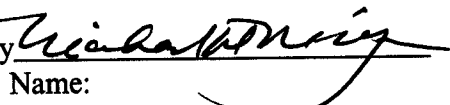
NES RENTALS HOLDINGS, INC., Grantor

By   
Name:  
Title:

NES EQUIPMENT SERVICES CORPORATION,  
Grantor

By   
Name:  
Title:

REBEL STUDIO RENTALS, INC., Grantor

By   
Name:  
Title:


STATE OF IL )  
COUNTY OF COOK ) ss:

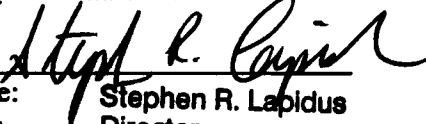
On this \_\_\_ day of July, 2006, before me personally came Michael  
Milligan who, being by me duly sworn, did state as follows: that [s]he is  
Vice President + Secretary of NES Rentals Holdings, Inc., NES Equipment Services Corporation, and  
Rebel Studio Rentals, Inc. that [s]he is authorized to execute the foregoing Grant on behalf of  
said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Eileen Beem  
Notary Public



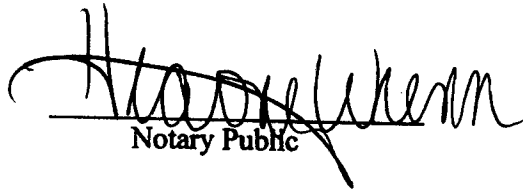
DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Administrative Agent and Grantee

By   
Name: MARK E. FUNK  
Title: MANAGING DIRECTOR

By   
Name: Stephen R. Lapidus  
Title: Director

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this 20<sup>th</sup> day of July, 2006, before me personally came Stephen R. Lapidus  
who, being by me duly sworn, did state as follows: that [s]he is Director of Deutsche  
Bank Trust Company Americas, that [s]he is authorized to execute the foregoing Grant on behalf  
of said corporation and that [s]he did so by authority of the Board of Directors of said  
corporation.

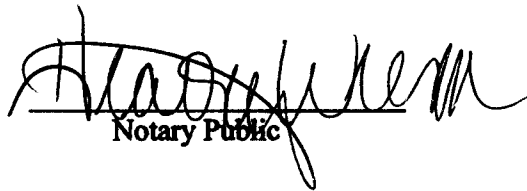
  
\_\_\_\_\_  
Notary Public

**HEATHER WRENN**  
Notary Public, State of New York  
No. 01WR6134814  
Qualified in Queens County  
Commission Expires October 3, 2009



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this 20<sup>th</sup> day of July, 2006, before me personally came Mark E. Funk  
who, being by me duly sworn, did state as follows: that [s]he is Managing Director of Deutsche  
Bank Trust Company Americas, that [s]he is authorized to execute the foregoing Grant on behalf  
of said corporation and that [s]he did so by authority of the Board of Directors of said  
corporation.

  
Notary Public

**HEATHER WRENN**  
Notary Public, State of New York  
No. 01WR6134614  
Qualified in Queens County  
Commission Expires October 3, 2009