

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunbelt Rentals, Inc.		08/31/2006	CORPORATION: NORTH CAROLINA
Nationsrent West, Inc.		08/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	8th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2577640	QUIET FLOW
Registration Number:	2459814	SUNBELT RENTALS
Registration Number:	2459813	SUNBELT RENTALS
Registration Number:	2333378	VENDORFEST
Registration Number:	2396929	ALL YOUR EQUIPMENT NEEDS...ONE COMPANY
Registration Number:	2344838	RENTAL SOLUTIONS
Registration Number:	2455891	SUNBELT LOYALTY PLUS
Registration Number:	2302112	AGGREGATE EQUIPMENT & SUPPLY
Serial Number:	78946675	GET IT DONE. RENT IT NOW.
Registration Number:	2407059	1-800-NO SWEAT

CH \$915.00 2577640

Registration Number:	3010374	A NEW NATION IS ON THE RISE
Registration Number:	2354802	NATIONS RENT
Registration Number:	2390584	
Registration Number:	2478688	
Registration Number:	2331810	NATIONS RENT
Registration Number:	2483579	NATIONS RENT
Registration Number:	2496250	NATIONS RENT
Registration Number:	2315739	NATIONS RENT
Registration Number:	2365905	NATIONS RENT
Registration Number:	2367538	NATIONSRENT
Registration Number:	2478421	NATIONS RENT 1-800-NO SWEAT
Registration Number:	2380392	NATIONSRENT
Registration Number:	2480812	NATIONSRENT
Registration Number:	2392280	NATIONS RENT NATIONSRENT 1-800-NO SWEAT
Registration Number:	2448196	NATIONS RENT "NO SWEAT."
Registration Number:	2312467	NATIONSRENT
Registration Number:	2388694	NATIONSRENT
Registration Number:	2483580	NATIONSRENT
Registration Number:	2357016	NATIONSRENT
Registration Number:	2357015	NATIONSRENT WE APPRECIATE YOUR BUSINESS
Registration Number:	2454199	"NO SWEAT...JUST PERFORMANCE"
Registration Number:	2483581	NATIONSRENT RACING
Registration Number:	2478588	NATIONS RENT RACING
Registration Number:	2480813	NATIONS RENT RACING
Registration Number:	2509600	NATIONS RENT RACING
Registration Number:	2328190	ON THE JOB WITH CONSTRUCTION BOB

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2137
Email: lashanajimmar@paulhastings.com
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Suite 2400
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	09/27/2006
Total Attachments: 7 source=20060927150018061#page1.tif source=20060927150018061#page2.tif source=20060927150018061#page3.tif source=20060927150018061#page4.tif source=20060927150018061#page5.tif source=20060927150018061#page6.tif source=20060927150018061#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of August 31, 2006, by SUNBELT RENTALS, INC., a North Carolina corporation and NATIONSRENT WEST, INC., a Delaware corporation (hereinafter, each individually as "Grantor" and individually and collectively, jointly and severally, as "Grantors"), 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, each 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, each 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, each Grantor hereby grants to the Administrative Agent a continuing security interest in all of the following personal property of such 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, service mark applications brandnames and goodwill, 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include any lease, license, contract, property right or agreement to which any Grantor is a party, any of its rights or interests thereunder or any property that is the subject thereof (which property is adequately described for purposes of Section 9-108 of the UCC) if and for so long as the grant of the security interest hereunder shall constitute or result in the abandonment, invalidation or unenforceability of any material right, title or interest of such Grantor therein, provided, however, that such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation, unenforceability, breach or termination shall be remedied or avoided and (y) to the extent severable, to any portion of such lease, license, contract, property right or agreement that does not result in any of the consequences specified above.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the provisions of the Loan Agreement. Each 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. If any provision contained in this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the provision in the Loan Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.

SUNBELT RENTALS, INC.

By: [Signature]
Name: Kurt J. Kenkel
Title: Executive Vice President and Secretary

NATIONSRENT WEST, INC.

By: [Signature]
Name: Kurt J. Kenkel
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: John A. Yankauskas
Title: Senior Vice President

IN WITNESS WHEREOF, each 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.

SUNBELT RENTALS, INC.


By: _____
Name: _____
Title: _____

NATIONSRENT WEST, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: John A. Yankauskas
Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

CURRENT TRADEMARKS AND TRADEMARK APPLICATIONS OF GRANTORS

<u>GRANTOR</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>APP/REG DATE</u>
Sunbelt Rentals, Inc.	USA	QUIET FLOW (trademark)	2,577,640	6/11/02
Sunbelt Rentals, Inc.	USA	SUNBELT RENTALS and design (service mark)	2,459,814	6/12/01
Sunbelt Rentals, Inc.	USA	SUNBELT RENTALS (service mark)	2,459,813	6/12/01
Sunbelt Rentals, Inc.	USA	VENDORFEST (service mark)	2,333,378	3/21/00
Sunbelt Rentals, Inc.	USA	ALL YOUR EQUIPMENT NEEDS...ONE COMPANY (service mark)	2,396,929	10/24/00
Sunbelt Rentals, Inc.	USA	RENTAL SOLUTIONS (service mark)	2,344,838	4/25/00
Sunbelt Rentals, Inc.	USA	SUNBELT LOYALTY PLUS (service mark)	2,455,891	5/29/01
Sunbelt Rentals, Inc. (as successor by merger to the record owner, BET Plant Services Inc.)	USA	AGGREGATE EQUIPMENT & SUPPLY* * This service mark is no longer in use, and Sunbelt has no plans to file for a continuation of the registration.	2,302,112	12/21/99
Sunbelt Rentals, Inc.	USA	GET IT DONE. RENT IT NOW.	78/946675 (serial number)	8/7/06
NationsRent West, Inc.	USA	1-800-NO-SWEAT	2,407,059	11/21/00
NationsRent West, Inc.	USA	A NEW NATION IS ON THE RISE	3,010,374	11/1/05
NationsRent West, Inc.	USA	MISCELLANEOUS DESIGN ¹	2,354,802	6/6/00

¹ Description of Mark: The mark consists of three dimensional configuration of signs affixed to the ceiling of the services centers, located over aisles and display cases, containing the words "Nations Rent" and wall/ceiling borders around the entire inside structure. The dotted lines show the mark's positioning. Lining and Stippling: The drawing is lined for the color(s) yellow and the color is claimed as a feature of the mark.

NationsRent West, Inc.	USA	MISCELLANEOUS DESIGN ²	2,390,584	9/26/00
NationsRent West, Inc.	USA	MISCELLANEOUS DESIGN ³	2,478,688	8/14/01
NationsRent West, Inc.	USA	NATIONSRENT and Design [MISCELLANEOUS DESIGN] ⁴	2,331,810	3/21/00
NationsRent West, Inc.	USA	NATIONS RENT Design	2,483,579	8/28/01
NationsRent West, Inc.	USA	NATIONS RENT & Design	2,496,250	10/9/01
NationsRent West, Inc.	USA	NATIONS RENT & Design	2,315,739	2/8/00
NationsRent West, Inc.	USA	NATIONS RENT & Design ⁵	2,365,905	7/11/00
NationsRent West, Inc.	USA	NATIONS RENT & Design ⁶	2,367,538	7/18/00
NationsRent West, Inc.	USA	NATIONS RENT 1-800-NO SWEAT & Design	2,478,421	8/14/01
NationsRent West, Inc.	USA	NATIONS RENT NATIONSRENT & Design	2,380,392	8/29/00
NationsRent West, Inc.	USA	NATIONS RENT NATIONSRENT & Design ⁷	2,480,812	8/27/01
NationsRent West, Inc.	USA	NATIONS RENT NATIONSRENT 1-800-NO SWEAT & Design	2,392,280	10/3/00
NationsRent West, Inc.	USA	NATIONS RENT NO SWEAT & Design	2,448,196	5/1/01
NationsRent West, Inc.	USA	NATIONSRENT	2,312,467	1/25/00

² Description of Mark: The mark consists of a pedestal shaped as a manhole in yellow sitting on a black base. The top of the pedestal has a black circle made of a patterned rubberized material with a yellow border. Lining and Stippling: The mark is lined for the colors black and yellow, and color is a feature of the mark.

³ Description of Mark: The mark consists of a black rectangular sign with yellow and black stripes that is placed atop aisle displays and shelves above the goods offered for sale or rent at the service center locations. Lining and Stippling: The mark is lined for the colors black and yellow, and color is a feature of the mark.

⁴ Description of Mark: The mark consists of a diamond shaped sign with the words "NATIONSRENT" atop a tall black stand ending in a V-Shape where the diamond shape attaches, the mark. Lining and Stippling: The mark is lined for the colors black and yellow.

⁵ Description of Mark: The mark consists of the three dimensional configuration of a directional sign with a black base and a yellow diamond logo with the words "NATIONS RENT" in black. Lining and Stippling: The drawing is lined for the color yellow.

⁶ Lining and Stippling: The drawing is lined for the color yellow, but color is not claimed as a feature of the mark.

⁷ Description of Mark: The mark consists of the three dimensional configuration of a building and roof trim design containing the wording "NationsRent" and "Nations Rent". Lining and Stippling: The drawing is lined for the color yellow and the color is claimed as a feature of the mark.

NationsRent West, Inc.	USA	NATIONSRENT	2,388,694	9/19/00
NationsRent West, Inc.	USA	NATIONSRENT	2,483,580	8/28/01
NationsRent West, Inc.	USA	NATIONSRENT & Design	2,357,016	6/13/00
NationsRent West, Inc.	USA	NATIONSRENT WE APPRECIATE YOUR BUSINESS & Design ⁸	2,357,015	6/13/00
NationsRent West, Inc.	USA	NO SWEAT ... JUST PERFORMANCE	2,454,199	5/22/01
NationsRent West, Inc.	USA	NATIONSRENT RACING	2,483,581	8/28/01
NationsRent West, Inc.	USA	NATIONS RENT RACING and Design	2,478,588	8/14/01
NationsRent West, Inc.	USA	NATIONS RENT RACING and Design	2,480,813	8/21/01
NationsRent West, Inc.	USA	NATIONS RENT RACING	2,509,600	11/20/01
NationsRent West, Inc.	USA	ON THE JOB WITH CONSTRUCTION BOB	2,328,190	3/14/00

⁸ Description of Mark: The mark consists of the three dimensional configuration of a four-sided hanging sign containing the wording "NationsRent", and "We appreciate your business" hanging above a four-sided counter and work station. The dotted lines show the mark's positioning. Lining and Stippling: The drawing is lined for the color yellow and the color is a feature of the mark.