

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	Second Lien Security Interest in Trademarks																											
CONVEYING PARTY DATA																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>NES Rentals Holdings, Inc.</td> <td></td> <td>04/09/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>NES Equipment Services Corporation</td> <td></td> <td>04/09/2010</td> <td>CORPORATION: ILLINOIS</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	NES Rentals Holdings, Inc.		04/09/2010	CORPORATION: DELAWARE	NES Equipment Services Corporation		04/09/2010	CORPORATION: ILLINOIS																
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NES Equipment Services Corporation		04/09/2010	CORPORATION: ILLINOIS																									
RECEIVING PARTY DATA																												
Name:	Wilmington Trust FSB, as Collateral Agent																											
Street Address:	246 Goose Lane																											
Internal Address:	Suite 105																											
City:	Guilford																											
State/Country:	CONNECTICUT																											
Postal Code:	06437																											
Entity Type:	federal savings bank: UNITED STATES																											
PROPERTY NUMBERS Total: 8																												
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Registration Number:	1671133																											
CORRESPONDENCE DATA																												
Fax Number:	(312)862-2200																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	312-862-2000																											

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TRADEMARK
REEL: 004183 FRAME: 0166

Email: dgasiorowski@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle Street
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	35926-144 DRG
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NAME OF SUBMITTER:	Donna Gasiorowski
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Signature:	/Donna Gasiorowski/
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Date:	04/09/2010
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Total Attachments: 5

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source=NES Rentals Second Lien TM Security Agreement EXECUTION COPY (9 Apr 10)_(16691455_1)#page5.tif

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of NES Rentals Holdings, Inc., a Delaware corporation, and NES Equipment Services Corporation, an Illinois corporation (individually and collectively, the “Grantor”), with principal offices at 540 Lake Cook Road, Suite 100, Deerfield, Illinois 60015, hereby grants to Wilmington Trust FSB, as Collateral Agent, with principal offices at 246 Goose Lane, Suite 105, Guilford, Connecticut 06437, (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) 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 Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 9, 2010 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall 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 Security Agreement. The rights and remedies of the Grantee with respect

to the security interest granted herein are as set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

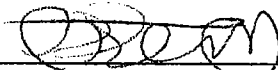
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second-Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second-Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 9, 2010 (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, Inc., the other Grantors from time to time party thereto, Deutsche Bank Trust Company Americas, in its capacity as the initial First Lien Agent thereunder, Deutsche Bank Trust Company Americas, in its capacity as the initial Second-Lien Credit Agent thereunder, Wilmington Trust FSB, in its capacity as the initial Second-Lien Notes Agent thereunder, and each Additional Second-Lien Debt Agent from time to time 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 and control.

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
first day written above.

NES RENTALS HOLDINGS, INC.

By:



Name: Andrew P. Studdert

Title: President and Chief Executive Officer

NES EQUIPMENT SERVICES CORPORATION

By:



Name: Andrew P. Studdert

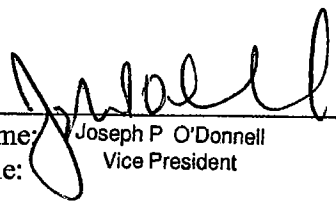
Title: President and Chief Executive Officer

Trademark Security Agreement

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 9th day of April, 2010.

WILMINGTON TRUST FSB,
as Collateral Agent and Grantee

By: _____

Name:  Joseph P. O'Donnell
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

MARK	OWNER	REG. / APP. NUMBER	REG. / APP. DATE
GEAR UP (and design)	NES Rentals Holdings, Inc.	3,196,039	9 Jan. 2007
GEAR UP	NES Rentals Holdings, Inc.	3,198,242 (78/680,383)	16 Jan. 2007
NES RENTALS	NES Rentals Holdings, Inc.	3,195,984 (78/680,403)	9 Jan. 2007
NES TRAFFIC SAFETY	NES Rentals Holdings, Inc.	3,189,001	26 Dec. 2006
(Design only)	NES Equipment Services Corporation (d/b/a Albany Ladder Company)	1,635,280	19 Feb. 1991
(Design only)	NES Equipment Services Corporation (d/b/a Albany Ladder Company)	1,635,721	19 Feb. 1991
(Design only)	NES Equipment Services Corporation (d/b/a Albany Ladder Company)	1,635,507	19 Feb. 1991
(Design only)	NES Equipment Services Corporation (d/b/a Albany Ladder Company)	1,671,133	7 Jan. 1992