

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <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> <tr> <td>Sunstate Equipment Co., LLC</td> <td></td> <td>06/09/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Sunstate Equipment Co., LLC		06/09/2011	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Sunstate Equipment Co., LLC		06/09/2011	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	U.S. Bank National Association, as Collateral Agent								
Street Address:	101 North First Avenue, 1600								
City:	Phoenix								
State/Country:	ARIZONA								
Postal Code:	85003								
Entity Type:	National Association: UNITED STATES								
PROPERTY NUMBERS Total: 3									
Property Type	Number	Word Mark							
Registration Number:	1939559	SUNSTATE EQUIPMENT CO.							
Registration Number:	1929650	SUNSTATE EQUIPMENT CORP.							
Registration Number:	3375522	RENTAL EQUIPMENT PEOPLE YOU CAN DEPEND ON							
CORRESPONDENCE DATA									
Fax Number: (800)516-6304 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 614-280-3303 Email: Michael.Violet@wolterskluwer.com Correspondent Name: Michael Violet Address Line 1: 4400 Easton Commons Way, Suite 125 Address Line 2: CT Corporation Address Line 4: Columbus, OHIO 43219									
NAME OF SUBMITTER:	Sakina Karkat								
Signature:	/Sakina Karkat/								

OP \$90.00 1939559

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TRADEMARK
REEL: 004561 FRAME: 0551

Date:

06/15/2011

Total Attachments: 3

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**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

Sunstate Equipment Co., LLC, a Delaware limited liability company, whose address is 5552 E. Washington Street, Phoenix, Arizona 85034 ("Grantor"), hereby acknowledges the following:

Grantor and U.S. Bank National Association, as Trustee (the "Trustee") in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the holders (the "Holders") of the 12% Second Priority Senior Secured Notes due 2016 of the Grantor and Sunstate Equipment Co., Inc., a Delaware corporation ("Sunstate Inc." and, together with the Grantor, the "Issuers"), are parties to that certain Indenture, dated as of June 9, 2011 (as amended, modified, renewed or extended from time to time, the "Indenture"), by and among the Issuers and the Trustee; and

Grantor, the Collateral Agent, the First Lien Collateral Agent (as defined therein) and the Control Agent (as defined therein) have entered into an intercreditor agreement (the "Intercreditor Agreement") dated as of the date hereof providing for priority of claims.

Under the terms of the Indenture and that certain Security Agreement, dated as of June 9, 2011 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), entered into between the Grantor and the Collateral Agent, Grantor has granted to the Collateral Agent, for the benefit of the Collateral Agent and Trustee and the ratable benefit of the Holders, a security interest in the trademarks and trademark registrations and applications therefor which are identified on Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto, owned by Grantor, which Trademarks are appurtenant, and all actions for infringement concerning the foregoing.

Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which the Collateral Agent may have in any other collateral described in the Security Agreement or otherwise. Capitalized terms used but not defined herein shall have the meanings given them in the Security Agreement.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement shall be a second priority lien on and security interest in the Trademarks and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Memorandum and Notice of Security Interest in Intellectual Property, the terms of the Intercreditor Agreement shall govern and control.

Subject to the provisions of Section 26(a) of the Security Agreement, this Memorandum and Notice of Security Interest in Intellectual Property shall terminate upon the payment in full of all Secured Obligations.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 9th day of June, 2011.

SUNSTATE EQUIPMENT CO., LLC
a Delaware limited liability company

By: 

Name:

Title:

GARTH E. PRICE

CFO

S-1

Memorandum and Notice of Security Interest in Intellectual Property

TRADEMARK
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Schedule A

Trademarks

Registered Trademarks:

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
SUNSTATE EQUIPMENT CO. (and Design)	74/578,573	1,939,559	December 5, 1995
SUNSTATE EQUIPMENT CORP.	74/578,572	1,929,650	October 24, 1995
RENTAL EQUIPMENT PEOPLE YOU CAN DEPEND ON	77/189,859	3,375,522	January 29, 2008