

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Administrative Agent		04/17/2013	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	NES Equipment Services Corporation
Street Address:	540 Lake Cook Road
Internal Address:	Suite 100
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1671133	
Registration Number:	1635721	
Registration Number:	1635507	
Registration Number:	1635280	

**CORRESPONDENCE DATA**

Fax Number: 2123548113  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-819-2000  
 Email: iprecordations@whitecase.com  
 Correspondent Name: James Maewsky/White & Case LLP  
 Address Line 1: 1155 Avenue of the Americas  
 Address Line 2: Patent and Trademarks Office  
 Address Line 4: New York, NEW YORK 10036

OP \$1115.00 1671133

ATTORNEY DOCKET NUMBER:	104031-0448 (D663)
NAME OF SUBMITTER:	James Maewsky
Signature:	/JM/
Date:	04/18/2013
Total Attachments: 4 source=NES Equipment Services Corporation 2L IP Releases - 8806768#page1.tif source=NES Equipment Services Corporation 2L IP Releases - 8806768#page2.tif source=NES Equipment Services Corporation 2L IP Releases - 8806768#page3.tif source=NES Equipment Services Corporation 2L IP Releases - 8806768#page4.tif	

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

TRADEMARK RELEASE, effective as of this 17<sup>th</sup> day of April, 2013, given by DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (“Agent”) with principal offices at 60 Wall Street, New York, NY 10005 to NES Equipment Services Corporation, an Illinois corporation (“Grantor”), with principal offices at 540 Lake Cook Road, Suite 100, Deerfield, IL 60015, as follows:

**W I T N E S S E T H**

WHEREAS, the Grantor has heretofore granted to the Agent a continuing security interest in (i) all of Grantor’s right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the “Marks”), (ii) all Proceeds (as such term is defined in the Agreement) and products of the Marks (and only those Marks), (iii) the goodwill of the business with which the Marks (and only those Marks) are associated, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks (and only those Marks) or unfair competition regarding the same (collectively, the “Collateral”), to secure the Obligations (as defined in that certain Second-Lien Loan and Security Agreement, dated as of July 20, 2006 and as amended and restated as of May 23, 2012 among NES Rentals Holdings, Inc. (the “Company”), certain Subsidiaries of the Company, including the Grantor, listed as a “Borrower” on the signature pages thereto, the Agent, the financial institutions from time to time party thereto, as lenders, Bear Stearns Corporate Lending Inc., as syndication agent, Banc of America Bridge LLC, as documentation agent and Deutsche Bank Securities Inc. and Bear, Stearns & Co., Inc., as joint lead arrangers and joint book running managers (the “Agreement”)); and

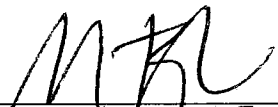
WHEREAS, the Agent wishes to release its continuing security interest in the Collateral pursuant to Section 11.7 of the Agreement and restore all right, title and interest in and to the Collateral to the Grantor, and to dissolve any and all liens and encumbrances respecting those Marks (and only those Marks).

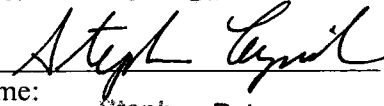
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor the continuing security interest in the Collateral (including, but not limited to, the Marks (but only those Marks) listed on the attached Schedule A) granted to Agent by the Grantor pursuant to the Agreement, which security interest was duly recorded on August 7, 2006, at Reel 3363, Frame 0464 in the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officers, has caused this instrument to be executed under seal on the date first written above.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Administrative Agent

By   
Name: Marcus M. Tarkington  
Title: Director

By   
Name: Stephen R. Lapidus  
Title: Director

*Signature page to NES Second-Lien IP Release*

## 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