

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Assignment Agreement (Service Marks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A., as Collateral Agent		10/10/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. as the successor Collateral Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3010812	AHERN RENTALS	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-836-7319		
Email:	paul.somelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	250 West 55th Street		
Address Line 2:	Room1119		
Address Line 4:	New York, NEW YORK 10019-9710		
ATTORNEY DOCKET NUMBER:	03191-0231-05948		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	10/13/2014		
Total Attachments: 6			
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**SECURITY INTEREST ASSIGNMENT AGREEMENT
(SERVICE MARKS)**

THIS SECURITY INTEREST ASSIGNMENT AGREEMENT (SERVICE MARKS) (this "Agreement") is made and entered into as of this 10th day of October, 2014, by WELLS FARGO BANK, N.A., as the current Collateral Agent (in such capacity, the "Assignor"), in favor of BANK OF AMERICA, N.A. ("Bank of America"), as the successor Collateral Agent (in such capacity, the "Assignee").

W I T N E S S E T H

WHEREAS, the Assignor is party to (i) the Loan and Security Agreement, dated as of June 24, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan and Security Agreement"), among the lending institutions from time to time party thereto (the "Lenders"), Bank of America, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent"), Ahern Rentals, Inc. (the "Obligor"), each of the other Obligated Parties (as defined therein) and the Assignor and (ii) the Assignment for Security (Service Marks), dated as of June 24, 2013 (the "Service Mark Security Agreement"), made by the Grantor in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on June 24, 2013, on reel 5055 frame 0018;

WHEREAS, pursuant to the Loan and Security Agreement and the Service Mark Security Agreement, the Obligor has granted to the Assignor a continuing security interest in, lien on, pledge of and right of setoff against all right, title and interest of Obligor in and to the service marks listed on Schedule I annexed hereto, together with the goodwill of the business symbolized by the Service Marks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral");

WHEREAS, on the date hereof, the Assignor and the Assignee are entering into that certain Assignment and Acceptance and Resignation of Collateral Agent Agreement (the "Assignment"), which, among other things, transfers and assigns to the Assignee all of its rights, title, interest and powers arising under the Loan and Security Agreement and the other Loan Documents (as defined therein), including, without limitation, its security interest in, and lien on, the Collateral, and the Assignee desires to accept and assume all of such right, title, interest, powers, security interests and liens;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Loan and Security Agreement.

2. Assignment. Subject to the terms and provisions of the Assignment, the Assignor does hereby transfer, assign, grant and convey to the Assignee all right, title and interest of the Assignor in the Collateral, and the Assignee does hereby accept and assume all of such right, title and interest.

3. Acknowledgment of Obligor. The Obligor hereby (i) confirms its grant to the Assignee of a security interest in, and lien on, the Collateral to secure the prompt payment and performance of the Obligations and (ii) acknowledges and affirms that the rights and remedies of the Assignee with respect to its security interest in, and lien on, the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Further Assurances. The Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WELLS FARGO BANK, N.A.,
as current Administrative Agent

By: *Krista Mize*
Name: Krista Mize
Title: Vice President

ASSIGNEE:

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

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WELLS FARGO BANK, N.A.,
as current Administrative Agent

By: _____
Name: _____
Title: _____


ASSIGNEE:

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

By: _____ *Robert Seitz*
Name: _____ *Robert Seitz*
Title: _____ *SVP*

ACKNOWLEDGED AND AGREED:

AHERN RENTALS, INC.

By: 
Name: KIRK APPLE
Title: CEO

SCHEDULE I

SERVICE MARKS

Service Mark	Application or Registration Date	Application or Registration No.
Ahern Rentals	November 1, 2005	3010812