

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ahern Rentals, Inc.		05/14/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	555 SW Oak Street		
Internal Address:	Attention: Corporate Trust Dept.		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
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:	5032202480		
<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:	(503) 294-9584		
Email:	pphartigan@stoel.com		
Correspondent Name:	Anne W. Glazer/Stoel Rives LLP		
Address Line 1:	900 SW Fifth Avenue, Suite 2600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	61154-15		
NAME OF SUBMITTER:	Patrick P. Hartigan, SR Paralegal		
SIGNATURE:	/Patrick P. Hartigan/		
DATE SIGNED:	05/14/2015		
Total Attachments: 4			
source=79023780_1#page1.tif			
source=79023780_1#page2.tif			
source=79023780_1#page3.tif			
source=79023780_1#page4.tif			

OP \$40.00 3010812

GRANT OF SECURITY

(SERVICE MARKS)

WHEREAS, AHERN RENTALS, INC. (herein referred to as "Obligor") has adopted, used and is using the service marks listed on Schedule A attached hereto, which service marks are registered in the United States Patent and Trademark Office or an application for registration has been filed therefor (the "Service Marks");

WHEREAS, reference is made to the Security Agreement dated as of the date hereof (the "Security Agreement") among U.S. Bank National Association, as collateral agent for the benefit of the Secured Parties (as defined therein) (in such capacity, together with any successor or assign in such capacity, the "Collateral Agent"), Obligor and each of the other Obligated Parties (as defined therein) that are signatories to the Security Agreement; and the Collateral Agent and the Secured Parties are desirous of having a security interest and mortgage in favor of the Collateral Agent on the above-identified property in order to secure the payment of certain obligations of Obligor now or hereafter owing to the Collateral Agent and the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, Obligor has granted to the Collateral Agent a continuing security interest in, lien on, and pledge of, all right, title and interest of Obligor in and to the Service Marks, 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"), to secure the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Obligor does hereby further grant to the Collateral Agent a continuing security interest in, lien on, and pledge of, the Collateral to secure the Obligations.

Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in, lien on, and pledge of, the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

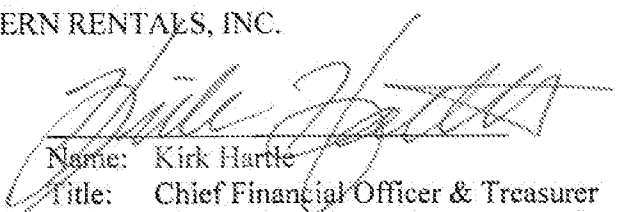
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder and under the Security Agreement (including, without limitation, under Article 4 thereof) are subject to the provisions of the Intercreditor Agreement, dated as of May 14, 2015 (as the same may be amended, restated, supplemented, modified or replaced from time to time, the "Intercreditor Agreement") among Bank of America, N.A., as First Lien Collateral Agent (as defined therein), U.S. Bank National Association, as Second Lien Collateral Agent (as defined therein), and the Obligor. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

Obligor's address is an office at 1401 Mineral Avenue, Las Vegas, NV 89106-4342.

IN WITNESS WHEREOF, Obligor has caused this Grant of Security (Service Marks) to be duly executed by its officer thereunto duly authorized as of the 14th day of May, 2015.

AHERN RENTALS, INC.

By:


Name: Kirk Hartle

Title: Chief Financial Officer & Treasurer

[Grant of Security Signature Page]

TRADEMARK
REEL: 005517 FRAME: 0008

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: *Linda A. McConkey*

Name: *Linda A. McConkey*
Title: *Vice President*

SCHEDULE A TO GRANT OF SECURITY

SERVICE MARKS

<u>Service Mark</u>	<u>Application or Registration Date</u>	<u>Application or Registration No.</u>
Ahern Rentals	November 1, 2005	3010812