

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest (Second-Lien Loan and Security Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NES Rentals Holdings, Inc.		07/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Administrative Agent:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78680383	GEAR UP	
Serial Number:	78686106	GEAR UP.	
Serial Number:	78680403	NES RENTALS	
Serial Number:	78680416	NES TRAFFIC SAFETY	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8923		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0448		
NAME OF SUBMITTER:	Matthew Bart		

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Signature:	/Matthew Bart/
Date:	08/07/2006
Total Attachments: 7 source=Document (2)#page1.tif source=Document (2)#page2.tif source=Document (2)#page3.tif source=Document (2)#page4.tif source=Document (2)#page5.tif source=Document (2)#page6.tif source=Document (2)#page7.tif	

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

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, each of NES RENTALS HOLDINGS, INC., a Delaware Corporation ("NES"), NES EQUIPMENT SERVICES CORPORATION, an Illinois corporation, and REBEL STUDIO RENTALS, INC., a California corporation (individually and collectively, the "Grantor") hereby grants to Deutsche Bank Trust Company Americas ("DBTCA"), as Administrative Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds 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 Obligations of the Grantor, as such term is defined in the Second-Lien Loan and Security Agreement among, inter alia, the Grantor, the other subsidiaries of NES from time to time party thereto and the Grantee, dated as of July 20, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Credit Agreement"). Upon the earlier of (i) the last day of the Term (as defined in the Credit Agreement) and (ii) the earlier termination of the Credit Agreement pursuant to Section 4.2 thereof, the Grantee shall, upon such termination, promptly 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 Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those, set forth in the Credit 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 Credit Agreement, the provisions of the Credit Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee pursuant to this Grant and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 20, 2006 (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 II, Inc., NES, the other subsidiaries of NES from time to time party thereto, DBTCA, in its capacity as First-Lien Agent and Second-Lien Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of the Intercreditor Agreement shall govern and control.

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


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
E*S-TRUCK	2,575,331	6/4/2002	Rebel Studio Rentals, Inc.
RENTMASTER	2,644,096	10/29/2002	Rebel Studio Rentals, Inc.

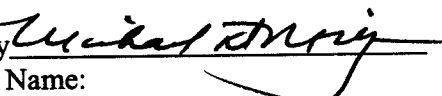
<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Grantor</u>
GEAR UP	78/680,383	7/28/2005	NES Rentals Holdings, Inc.
GEAR UP DESIGN	78/686,106	8/4/2005	NES Rentals Holdings, Inc.
NES RENTALS	78/680,403	7/28/2005	NES Rentals Holdings, Inc.
NES TRAFFIC SAFETY	78/680,416	7/28/2005	NES Rentals Holdings, Inc.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 20th day of July, 2006.

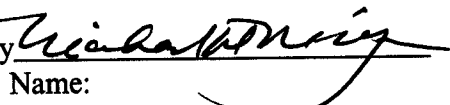
NES RENTALS HOLDINGS, INC., Grantor

By 
Name:
Title:

NES EQUIPMENT SERVICES CORPORATION,
Grantor

By 
Name:
Title:

REBEL STUDIO RENTALS, INC., Grantor

By 
Name:
Title:


STATE OF IL)
COUNTY OF COOK) ss:

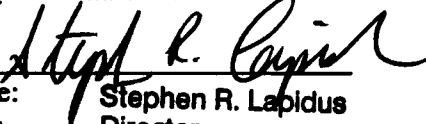
On this ___ day of July, 2006, before me personally came Michael
Milligan who, being by me duly sworn, did state as follows: that [s]he is
vice President + Secretary of NES Rentals Holdings, Inc., NES Equipment Services Corporation, and
Rebel Studio Rentals, Inc. that [s]he is authorized to execute the foregoing Grant on behalf of
said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Eileen Beem
Notary Public



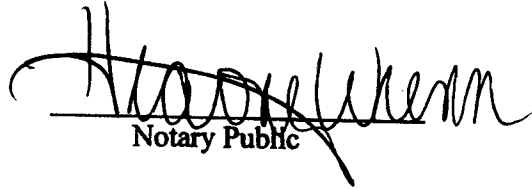
DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Administrative Agent and Grantee

By 
Name: MARK E. FUNK
Title: MANAGING DIRECTOR

By 
Name: Stephen R. Lapidus
Title: Director

STATE OF _____)
) ss:
COUNTY OF _____)

On this 20th day of July, 2006, before me personally came Stephen R. Lapidus
who, being by me duly sworn, did state as follows: that [s]he is Director of Deutsche
Bank Trust Company Americas, that [s]he is authorized to execute the foregoing Grant on behalf
of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.

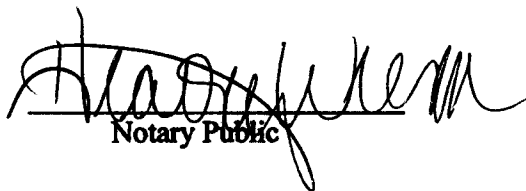


Notary Public

HEATHER WRENN
Notary Public, State of New York
No. 01WR6134814
Qualified in Queens County
Commission Expires October 3, 2009

STATE OF _____)
) ss:
COUNTY OF _____)

On this 20th day of July, 2006, before me personally came Mark E. Funk
who, being by me duly sworn, did state as follows: that [s]he is Managing Director of Deutsche
Bank Trust Company Americas, that [s]he is authorized to execute the foregoing Grant on behalf
of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.


Notary Public

HEATHER WRENN
Notary Public, State of New York
No. 01WR6134614
Qualified in Queens County
Commission Expires October 3, 2009