

11-27-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

102294748

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): NES Equipment Services Corporation 1603 Orrington Avenue, Suite 1600 Evanston, IL 60201
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State Illinois
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: First Union National Bank, As Agent
Internal Address: One First Union Center
Street Address: 301 S. College Street, DC-5
City: Charlotte State: NC Zip: 28288
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[X] Other National Association
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Notice of Grant of Security Interest
Execution Date: December 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 1635507

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE
Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven D. Thomas
Internal Address: Moore & Van Allen PLLC
Street Address: 2200 West Main Street Suite 800
City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41) \$ 115.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature: Steven D. Thomas Name of Person Signing
[Signature] Signature
November 20, 2002 Date
Total number of pages including cover sheet, attachments, and document: 7

11/26/2002 LNUELLER 00000095 1635507

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 OP 75.00 OP

TRADEMARK REEL: 002624 FRAME: 0005

NES Equipment Services Corporation
(Illinois Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
MISCELLANEOUS DESIGN	1,635,507	2/19/91
MISCELLANEOUS DESIGN	1,671,133	1/7/92
MISCELLANEOUS DESIGN	1,635,280	2/19/91
MISCELLANEOUS DESIGN	1,635,721	2/19/91

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

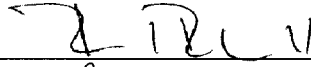
Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 6, 1999 and amended as of December 31, 2001 (as the same may be further amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligors party thereto (each a "Obligor" and collectively, the "Obligors") and First Union National Bank, as Agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders:

<u>TRADEMARKS</u>		
<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
See Exhibit A attached hereto		

The undersigned Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NES EQUIPMENT SERVICES CORPORATION

By: 
Name: PAUL R. INGERSON
Title: VICE PRES

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,
as Agent

By: _____
Name: _____
Title: _____

The undersigned Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NES EQUIPMENT SERVICES CORPORATION

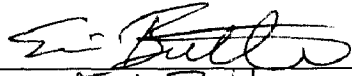
By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,
as Agent

By: 

Name: Eric Better

Title: SVP

**NES Equipment Services Corporation
(Illinois Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
MISCELLANEOUS DESIGN	1,635,507	2/19/91
MISCELLANEOUS DESIGN	1,671,133	1/7/92
MISCELLANEOUS DESIGN	1,635,280	2/19/91
MISCELLANEOUS DESIGN	1,635,721	2/19/91