

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

NES Equipment Services Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Illinois
 Other

Citizenship _____

Execution Date(s) August 17, 2004

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Bank of America, N.A.

Internal Address: One South Wacker Drive

Street Address: Suite 3400

City: Chicago

State: Illinois

Country: USA Zip: 60606

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership - Citizenship _____

Corporation - Citizenship _____

Other National Banking Association
Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other _____

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

1635507 1671133 1635280

1635721 2644096

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

James Talbot, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-4133
Fax: (917) 777-4133
jtalbot@skadden.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 1.21(h) and 3.41) \$ 140

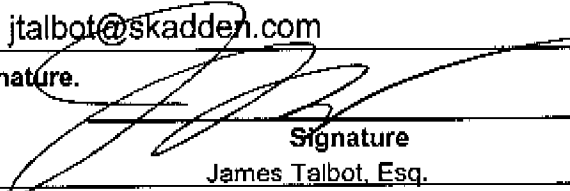
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401180/54)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Faith C. Robinson

9. Signature.


Signature
James Talbot, Esq.

September 30, 2004

Date

Name of Person Signing

Total number of pages including cover sheet, and documents:

7

CH \$140.00 192385 1635507

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CONTINUATION OF ITEM 1. Name of Conveying Party(ies)

2. Rebel Studio Rentals, Inc. a California corporation

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of August 17, 2004, is made by each of NES EQUIPMENT SERVICES CORPORATION, an Illinois corporation and REBEL STUDIO RENTALS, INC., a California corporation (individually and collectively, "Grantor") in favor of Bank of America, N.A., a national banking association, as administrative agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Agent"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Loan and Security Agreement (as hereinafter defined).

WHEREAS, Grantor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor has entered into a Loan and Security Agreement, dated as of August 17, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among NES Rentals Holdings, Inc. (the "Borrower"), the subsidiaries of Borrower signatories thereto (including Grantor), the lenders signatories thereto, Wachovia Bank, National Association, as syndication agent, and Agent, as administrative agent for said lenders (in such capacity "Administrative Agent");

WHEREAS, Grantor has entered into an Intercreditor Agreement, dated as of August 17, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and among Bank of America, N.A., as "First Priority Agent," Bank of America, N.A., as "Second Priority Agent," and the Borrowers and Guarantors from time to time a party thereto; and

WHEREAS, pursuant to the Loan and Security Agreement, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Agent for the benefit of itself and each Lender a continuing Lien upon (i) the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing, and (ii) the right to sue for all past, present and future infringements of any of the foregoing (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Loan and Security Agreement, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Agent for the benefit of itself and each Lender a continuing security interest in the Collateral and interests of the Grantor in the Collateral.

Notwithstanding the preceding paragraph, this Agreement shall not constitute a grant of a security interest in any trademark application filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent to use" such trademark to the extent that,

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and only for so long as, such grant of a security interest constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor in such trademark.

Notwithstanding anything herein to the contrary, the security interest granted pursuant to this Agreement and the exercise of any right or remedy by Administrative Agent hereunder in respect of the Collateral are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern with respect to matters relating to the Pledged Collateral

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to 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.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

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

[Remainder of page intentionally left blank]

Trademark Security Agreement

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

Assignor

**NES EQUIPMENT SERVICES CORPORATION
REBEL STUDIO RENTALS, INC**

By: *Michael D. Miligan*
Name: *MICHAEL D. MILIGAN*
Title: *Secretary, Vice President
and Chief Financial Officer*

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

(Please see attached)

SCHEDULE 1A

MARK	Registration Number	Registered Owner
MISCELLANEOUS DESIGN	U.S. Reg. No. 1,635,507	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	U.S. Reg. No. 1,671,133	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	U.S. Reg. No. 1,635,280	NES Equipment Services Corporation
MISCELLANEOUS DESIGN	U.S. Reg. No. 1,635,721	NES Equipment Services Corporation
RENTMASTER	U.S. Reg. No. 2,644,096	Rebel Studio Rentals, Inc.