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

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

1. Name of conveying party(ies): Ahern Rentals, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Nevada [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Wachovia Bank, National Association Internal Address: Street Address: 301 S. College Street City: Charlotte State: NC Zip: 28202 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other National Banking Association If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

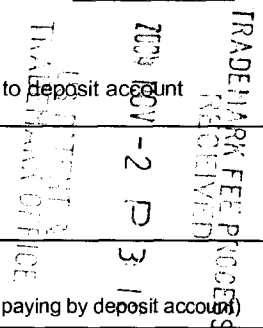
3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Assignment for Security Execution Date: October 29, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/390,965 B. Trademark Registration No.(s) Additional number(s) attached [] Yes [X] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paul Somelofske Internal Address: Kaye Scholer LLP Street Address: 425 Park Avenue City: New York State: NY Zip: 10022-3598

7. Total fee (37 CFR 3.41).....\$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)



DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Paul Somelofske Name of Person Signing Signature Date November 1, 2004

Total number of pages including cover sheet, attachments and document: 5

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



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U.S. Patent & TMO/TM Mail Rcpt Dt. #77

TRADEMARK REEL: 003093 FRAME: 0172

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AHERN RENTALS, INC. (herein referred to as "Assignor") has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office or an application for registration has been filed therefor (the "Trademarks");

WHEREAS, reference is made to the Loan and Security Agreement dated as of the date hereof ("Loan and Security Agreement") among certain lending institutions party thereto from time to time (each a "Lender" and collectively the "Lenders"), Wachovia Bank, National Association, as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, "Assignee"), Bank of America, N.A., as administrative agent for the Lenders (in such capacity, together with any successor agent, the "Administrative Agent;" the Administrative Agent and Assignee collectively referred to herein as the "Agents"), Assignor, each of its subsidiaries party from time to time to the Loan and Security Agreement that become borrowers thereunder with the prior written consent of all the Lenders and each of the other Obligated Parties (as defined therein) that are signatories to the Loan and Security Agreement, and the Agents and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Agents and the Lenders; and

WHEREAS, pursuant to the Loan and Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks 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 payment, performance and observance of the Obligations, as defined in the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby 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.

Assignee's address is an office at 4241 S. Arville St., Las Vegas, NV 89103.

IN WITNESS WHEREOF, Assignor has caused this Assignment For Security to be
duly executed by its officer thereunto duly authorized as of the 29th day of October, 2004.

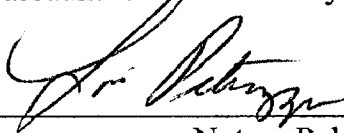
AHERN RENTALS, INC.

By: Don F. Ahern
Name: Don F. Ahern
Title: President

[Corporate Seal]

STATE OF Nevada)
): SS.:
COUNTY OF Clark)

On this 28 day of October, 2004, before me personally appeared DON F. ALTERN, to me known, who, being by me duly sworn, did depose and say that he/she resides at 4241 S. ARVILLE LAS VEGAS NV 89123 and that he/she is the PRESIDENT of the Assignor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.



Notary Public



SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application or Registration No.</u>
Ahern Rentals	March 25, 2004	78/390,965