

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Memorandum and Notice of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunstate Equipment Co., LLC		05/14/2009	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	55 South Lake Avenue, Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3375522	RENTAL EQUIPMENT PEOPLE YOU CAN DEPEND ON	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-224-6282		
Email:	trademark@buchalter.com		
Correspondent Name:	Sandra P. Thompson		
Address Line 1:	18400 Von Karman Ave., Ste. 800		
Address Line 4:	Irvine, CALIFORNIA 92612-0514		
ATTORNEY DOCKET NUMBER:	B0660-0057		
NAME OF SUBMITTER:	Sandra P. Thompson		
Signature:	/Sandra P. Thompson/		
Date:	05/18/2009		

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Total Attachments: 4

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**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

Sunstate Equipment Co., LLC, a Delaware limited liability company, whose address is 5552 E. Washington Street, Phoenix, Arizona 85034 ("Grantor") hereby acknowledges the following:

Grantor and Bank of America, N.A., with an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 (as administrative agent for the Lenders, the "Agent"), are party to that certain Amended and Restated Credit Agreement, dated as of August 8th, 2006 (as amended, modified, renewed or extended from time to time, the "Credit Agreement") by and among the Grantor, the Agent and the financial institutions from time to time party thereto (the "Lenders"); and

Under the terms of the Credit Agreement and that certain Amended and Restated Security Agreement, dated as of August 8th, 2006 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), entered into between the Grantor and the Agent, Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in the trademarks and trademark registrations and applications therefor which are identified on Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto, owned by Grantor, which Trademarks are appurtenant, and all actions for infringement concerning the foregoing.

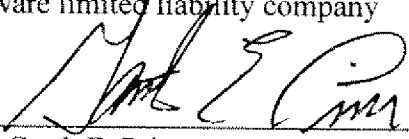
Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which the Agent may have in any other collateral described in the Security Agreement or otherwise. Capitalized terms used but not defined herein shall have the meanings given them in the Credit Agreement.

Subject to the provisions of Section 26(a) of the Security Agreement, this Memorandum and Notice of Security Interest in Intellectual Property shall terminate upon the satisfactory collateralization of all Letters of Credit and the payment in full of all other Obligations (other than indemnification Obligations as to which no claims have been asserted).

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 14th day of May, 2009.

SUNSTATE EQUIPMENT CO., LLC
a Delaware limited liability company

By: 
Name: Garth E. Price
Title: Chief Financial Officer

Schedule A

Trademarks

Registered Trademarks:

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
RENTAL EQUIPMENT PEOPLE YOU CAN DEPEND ON	77/189,859	3,375,522	January 29, 2008