

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A. as Agent		12/12/2008	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Neff Rental, Inc.		
<b>Street Address:</b>	3750 N.W. 87th Avenue		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33178		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3200927	NEFF RENTAL	
Registration Number:	3200938	NEFF RENTAL	
Registration Number:	3205229	NEFF RENTAL	
Registration Number:	3467842	WE CARE MORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)217-5651		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6122175630		
<b>Email:</b>	jrose@wilmingtontrust.com		
<b>Correspondent Name:</b>	Jeffery Rose		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1290		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	100638.000001		

**CH \$115.00 3200927**

NAME OF SUBMITTER:	Spencer R. Wood
Signature:	/Spencer R. Wood/
Date:	12/12/2008
Total Attachments: 4 source=Amendment#page1.tif source=Amendment#page2.tif source=Amendment#page3.tif source=Amendment#page4.tif	

**FIRST AMENDMENT TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as December 12, 2008, is made by THE GRANTOR LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR PURSUANT TO SECTION 7 OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (as defined below) (collectively, "Grantors" and each, a "Grantor"), BANK OF AMERICA, N.A., a Delaware corporation ("Bank of America"), and WILMINGTON TRUST FSB, a federally chartered savings bank ("Wilmington Trust").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of May 31, 2007, by and among Grantors and Bank of America, in its capacity as Agent for itself, the Lenders and the other Secured Parties (each as defined in the Credit Agreement referenced therein) (the "Intellectual Property Security Agreement"), Grantors granted to Bank of America, in its capacity as Agent for itself, the Lenders and the other Secured Parties a continuing second priority security interest in and Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral, as defined therein; and

WHEREAS, pursuant to that certain Successor Agent Agreement dated as of December 12, 2008, by and among Wilmington Trust, Bank of America, in its capacity as Agent, and the Requisite Lenders (as defined in the Credit Agreement), the Requisite Lenders accepted Bank of America's resignation as Agent under the Loan Documents and confirmed the appointment of Wilmington Trust to act as Agent under the Loan Documents (as defined in the Credit Agreement), and Wilmington Trust accepted the appointment to act as Agent under the Loan Documents;

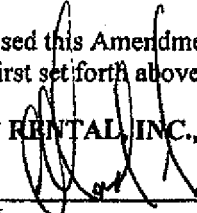
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Amendment. The Intellectual Property Security Agreement is hereby amended to designate Wilmington Trust as Agent for itself, the Lenders and the other Secured Parties and to terminate Bank of America as Agent. Except as expressly amended herein, all rights, terms, conditions and agreements in the Intellectual Property Security Agreement, including without limitation the grant of the second priority security interest in and Lien upon all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, shall remain in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NEFF RENTAL, INC., as Grantor**

By:   
Name:  
Title:

Acknowledged and Agreed

**WILMINGTON TRUST FSB, as Agent**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to First Amendment to Second Lien Trademark Security Agreement*


IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEFF RENTAL, INC., as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed

WILMINGTON TRUST FSB, as Agent

By:   
Name: Renee A. Kuhl  
Title: Assistant Vice President

Acknowledged and Agreed

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to First Amendment to Second Lien Trademark Security Agreement*

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.


NEFF RENTAL, INC., as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed  
WILMINGTON TRUST FSB, as Agent

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed  
BANK OF AMERICA, N.A.

By:   
Name: James W. Ford  
Title: Senior Vice President

*Signature Page to First Amendment to Second Lien Trademark Security Agreement*