

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neff Rental, Inc.		12/12/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federally Chartered Savings Bank:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3200927	NEFF RENTAL	
Registration Number:	3200938	NEFF RENTAL	
Registration Number:	3205229	NEFF RENTAL	
Registration Number:	3467842	WE CARE MORE	
CORRESPONDENCE DATA			
Fax Number:	(612)217-5651		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6122175630		
Email:	jrose@wilmingtontrust.com		
Correspondent Name:	Jeffery Rose		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1290		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	100638.000001		

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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;

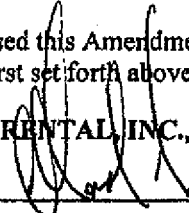
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

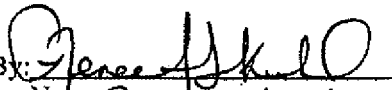
IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

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