

TO: GARY EISENBERG COMPANY: 180 MAIDEN LANE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

10/01/2010  
 900172964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Neff Rental, Inc.		09/27/2010	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
Name:	Neff Rental LLC		
Street Address:	3750 NW 87th Avenue		
Internal Address:	Suite 400		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	LIMITED LIABILITY COMPANY: DE LAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
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	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)808-6006		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	geisenberg@stroock.com		
Correspondent Name:	Gary Eisenberg		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038		
ATTORNEY DOCKET NUMBER:	002591/0002		
NAME OF SUBMITTER:	Gary D Eisenberg		

CH \$115.00 3200927

TO: GARY EISENBERG COMPANY: 180 MAIDEN LANE

Signature:	/gary d eisenberg/
Date:	10/01/2010
Total Attachments: 4 source=002591_0002_Assignment#page1.tif source=002591_0002_Assignment#page2.tif source=002591_0002_Assignment#page3.tif source=002591_0002_Assignment#page4.tif	

TO: GARY EISENBERG COMPANY: 180 MAIDEN LANE

**EXECUTION COPY**

**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS is made as of the 1st day of October, 2010, by and between Neff Rental, Inc., a corporation organized and existing under the laws of Florida (the "Assignor"), and Neff Rental LLC, a limited liability company organized and existing under the laws of Delaware (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks and trademark applications set forth on Schedule 1 hereof (the "Trademarks"); and

WHEREAS, the Assignor, the Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of September 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, including all exhibits and schedules thereto, the "Purchase Agreement").

NOW, THEREFORE, in consideration of the sum set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, and other good and valuable consideration, the Assignor does hereby irrevocably assign, sell, transfer and convey to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest in and to the Trademarks, and the goodwill of the Assignor's business associated with and symbolized by the Trademarks, together with the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Trademarks in the United States and any other country or countries; the same to be held and enjoyed by the Assignee for its own use and behalf, and its legal representatives, successors and assigns as the same would have been held by the Assignor had this assignment not been made.

The Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its legal representatives, successors and assigns in accordance with the terms of this Assignment of Trademarks.

The Assignor further agrees to execute such additional documents as may be required in the United States and/or in countries foreign to the United States, to record the Assignee as the owner of the Trademarks and registrations and applications herein assigned.

*[Remainder of page intentionally left blank]*

TO: GARY EISENBERG COMPANY: 180 MAIDEN LANE

IN WITNESS WHEREOF, NEFF RENTAL, INC., by its duly authorized officer, has executed this Assignment of Trademarks as of this 27th day of September, 2010.

NEFF RENTAL, INC.

By: [Signature]

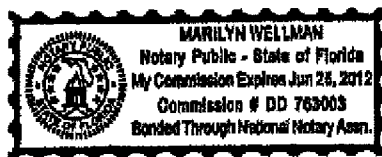
Name: Mark Irion  
Title: Chief Financial Officer

STATE OF Florida )

) ss.

COUNTY OF Miami-Dade )

On this 27 day of September, 2010, before me personally appeared Mark Irion, the person who signed this instrument, who acknowledged that he/she is a CFO of Neff Rental, Inc. and that he/she signed such instrument as a free act on behalf of Neff Rental, Inc.



[Signature]  
Notary Public

My commission expires: 6/28/12

Signature Page to Trademark Assignment Agreement

TO: GARY EISENBERG COMPANY: 180 MAIDEN LANE

The foregoing Assignment of Trademarks by NEFF RENTAL, INC., is hereby accepted as of this 30 day of September, 2010.

NEFF RENTAL LLC

By: [Signature]  
Name: Joseph M. Deignan  
Title: Authorized Signatory

STATE OF Minnesota )

) ss.

COUNTY OF Hennepin )

On this 30 day of September, 2010, before me personally appeared Joseph Deignan, the person who signed this instrument, who acknowledged that he/she is a Authorized Signatory of Neff Rental and that he/she signed such instrument as a free act on behalf of Neff Rental.



[Signature]  
Notary Public

My commission expires: 1/31/2015

Signature Page to Trademark Assignment Agreement

TO: GARY EISENBERG COMPANY: 180 MAIDEN LANE

Schedule I

Mark	App. No. Reg. Number	Filing Date Reg. Date	Jurisdiction
Neff Rental and Circular Design	3,200,927	September 1, 2005	US
Neff Rental and Lined Design	3,200,938	September 8, 2005	US
Neff Rental	3,205,229	August 22, 2005	US
We Care More	3,467,842	August 22, 2005	US

NY 72947958v3