

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
Shaun M. Neff		04/15/2011	INDIVIDUAL: UNITED STATES
Joe W. Neff		04/14/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wells Fargo Trade Capital, LLC		
Street Address:	333 South Grand Avenue		
Internal Address:	Suite 4150		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77921606	NEFF	
CORRESPONDENCE DATA			
Fax Number:	(818)827-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8188279000		
Email:	agrabell@ebg-law.com		
Correspondent Name:	J. Alison Grabell		
Address Line 1:	21650 Oxnard Street		
Address Line 2:	Suite 500		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
ATTORNEY DOCKET NUMBER:	2875.012		
NAME OF SUBMITTER:	J. Alison Grabell		
Signature:	/J. Alison Grabell/		

CH \$40.00 77921606

Date:

05/31/2011

Total Attachments: 4

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**GRANT OF SECURITY INTEREST IN AND MORTGAGE OF
UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **Shaun M. Neff and Joe W. Neff** (collectively "Grantors"), with an address at 1861 Mott Court, Camarillo, CA 93102, hereby assign, grant and mortgage to **WELLS FARGO TRADE CAPITAL, LLC** ("Grantee"), with offices at 333 South Grand Avenue, Suite 4150, Los Angeles, CA 90071, a collateral security interest in and a general lien upon, and a conditional assignment of the following (collectively referred to herein as the "Collateral"): (a) all of Grantors' right, title and interest in and to, and arising after the date hereof, the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto and as amended, supplemented or modified from time to time; (b) the goodwill of the business symbolized by each of the Trademarks; (c) in each case, together with all proceeds as set forth in the Agreement (as defined below); and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, claim of unfair competition and related causes of action regarding the same.

THIS SECURITY AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantors, as such term is defined in the Intellectual Property Collateral Assignment and Security Agreement between the Grantors and the Grantee, dated as of April 15, 2011 (as amended from time to time, the "Agreement"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Security Agreement has been entered into in conjunction with the trademark collateral assignment and security interest granted to the Grantee under the Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Agreement are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

The undersigned have executed this Security Agreement as of the date hereof.

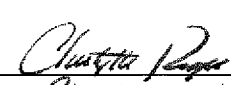
SHAUN M. NEFF


Date: 4-15-11

JOE W. NEFF






Date: 4-15-11






**WELLS FARGO TRADE CAPITAL,
LLC**



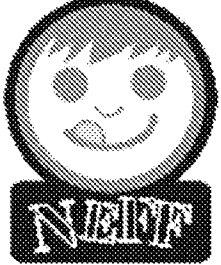
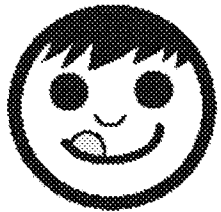
By: 
Name: Christina Rogers
Title: VP
Date: 4/15/11

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

MARK (Country)	Serial No. Filing Date	Reg. No. Reg. Date
NEFF  I/C 16, 25 (US)	77/501,610 06/18/08	3,660,069 07/28/09
NEFF  I/C 16, 35 (US)	77/504,013 06/20/08	3,569,666 02/03/09
Miscellaneous Design  I/C 16, 25 (US)	77,504,183 06/20/08	3,569,673 02/03/09
NEFF  I/C 25 (US)	76,313,890 09/19/01	2,690,151 02/25/03

MARK (Country)	Serial No. Filing Date	Reg. No. Reg. Date
<p>NEFF</p>  <p>(I/C 9, 14, 18, 28) (US)</p>	<p>77/921,606 01/27/10</p>	
<p>NEFF</p>  <p>(I/C 9, 14, 18, 28) (US)</p>	<p>77/921,643 01/27/10</p>	
<p>Miscellaneous Design</p>  <p>(I/C 9, 14, 18, 28) (US)</p>	<p>77/921,663 01/27/10</p>	
<p>NEFF</p>  <p>(I/C 9, 14, 16, 18, 25, 28) (EU)</p>	<p>1034238 02/22/10</p>	
<p>Miscellaneous Design</p>  <p>(IC 9, 14, 16, 18, 25, 28) (EU)</p>	<p>A0018955 03/04/10</p>	

MARK (Country)	Serial No. Filing Date	Reg. No. Reg. Date
<p>NEFF</p>  <p>(I/C 25) (EU)</p>	<p>0823593 02/17/04</p>	
<p>NEFF & Design</p>  <p>(CANADA)</p>	<p>1471986 03/05/10</p>	
<p>NEFF</p>  <p>(CANADA)</p>	<p>1471985 03/05/10</p>	
<p>Miscellaneous Design</p>  <p>(CANADA)</p>	<p>1471984 03/05/10</p>	