

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joe W. Neff		12/21/2012	INDIVIDUAL: UNITED STATES
Shaun M. Neff		12/21/2012	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	NEFF, LLC
Street Address:	1230 Calle Suerte
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	93012
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4129148	NEFF
Registration Number:	3660069	NEFF
Registration Number:	4119011	NEFF
Registration Number:	3569666	NEFF
Registration Number:	3569673	
Registration Number:	4129149	

CORRESPONDENCE DATA

Fax Number: 6027343750
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (602) 262-5311
 Email: TRADEMARKS@LRLAW.COM
 Correspondent Name: Flavia Campbell
 Address Line 1: Lewis and Roca LLP
 Address Line 2: 40 North Central Avenue, Suite 1900

OP \$165.00 4129148

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	54179-8
NAME OF SUBMITTER:	Flavia Campbell
Signature:	/fc/
Date:	05/17/2013

Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Agreement"), is made and entered into effective as of December 21, 2012, between Joe W. Neff and Shaun M. Neff, individuals having a business address of 1861 Mott Court, Camarillo, California, 93012 ("Assignors"), and NEFF, LLC, a California limited liability company, having a business address of 1230 Calle Suerte, Camarillo, California, 93012 ("Assignee").

WHEREAS, Assignors are the registered/record owners of the trademarks set forth on the attached Schedule A (hereinafter the "Trademarks");

WHEREAS, Assignee is and has been the beneficial owner of the Trademarks and the goodwill associated therewith, but desires to be the registered/record owner of the Trademarks;

WHEREAS, Assignors may have an ownership interest in some forms of other intellectual property (hereinafter the "Other Intellectual Property") used by Assignee in its operations from April 15, 2003 to the present; and

WHEREAS, Assignee is and has been the beneficial owner of the Other Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment of Trademarks. Assignors do hereby sell, convey, assign, transfer and deliver unto Assignee any and all of Assignors' worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and any goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof.

2. Assignment of Other Intellectual Property. Assignors do hereby sell, convey, assign, transfer and deliver unto Assignee any and all of Assignors' worldwide right, title and interest in, to the Other Intellectual Property, including all registrations and applications thereof and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Other Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof. The Other Intellectual Property includes, but is not limited to, that certain Licensing Agreement, dated as of March 31, 2011, by and between Shaun Neff and Joe Neff, individuals, on the one hand, and Zumiez Inc., a Washington corporation, on the other hand (the "Licensing Agreement"). Assignee hereby accepts the assignment of the Licensing Agreement made by Assignors above, assumes all of the obligations and duties under the Licensing Agreement, and agrees to be bound by all of the terms and conditions of the Licensing Agreement.

3. Assignment of Receivables. Assignors do hereby sell, convey, assign, transfer and deliver unto Assignee any and all of Assignors' worldwide right, title and interest in, to any and all receivables and other rights to payment related to the Trademarks and the Other Intellectual Property.

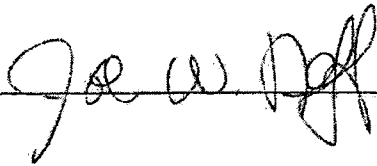
4. Further Assurances. Assignors further agree, without further consideration or any entitlement to reimbursement for expenses, to cooperate with the Assignee and to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Agreement and the Purchase Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

5. Counterparts; Effectiveness. The parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all parties), each of which will be an original and all of which together will constitute one and the same instrument.

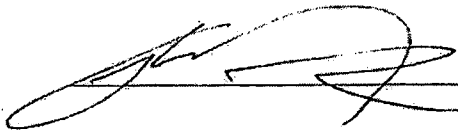
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

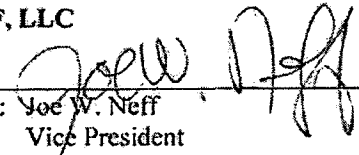
JOE W. NEFF



SHAUN M. NEFF



NEFF, LLC







By 
Name: Joe W. Neff
Title: Vice President


SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY (JOE NEFF AND SHAUN NEFF)

TRADEMARK
REEL: 005030 FRAME: 0450

**SCHEDULE A
TO ASSIGNMENT OF TRADEMARKS**

Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S. Federal				
NEFF	Serial No. 77/921,606 Reg. No. 4,129,148	Filing Date 1/27/2010 Reg. Date 4/17/2012	Shaun M. Neff Joe W. Neff	Registered
	Serial No. 77/501,610 Reg. No. 3,660,069	Filing Date 6/18/2008 Reg. Date 7/28/2009	Shaun M. Neff Joe W. Neff	Registered
	Serial No. 77/921,643 Reg. No. 4,119,011	Filing Date 1/27/2010 Reg. Date 3/27/2012	Shaun M. Neff Joe W. Neff	Registered
	Serial No. 77/504,013 Reg. No. 3,569,666	Filing Date 6/20/2008 Reg. Date 2/3/2009	Shaun M. Neff Joe W. Neff	Registered
	Serial No. 77/504,183 Reg. No. 3,569,673	Filing Date 6/20/2008 Reg. Date 2/3/2009	Shaun M. Neff Joe W. Neff	Registered
	Serial No. 77/921,663 Reg. No. 4,129,149	Filing Date 1/27/2010 Reg. Date 4/17/2012	Shaun M. Neff Joe W. Neff	Registered
International				
NEFF (Argentina)	Appl. No. 3140564	Filing Date 1/13/2012	Shaun M. Neff Joe W. Neff	Pending
NEFF (Argentina)	Appl. No. 3140566	Filing Date 1/13/2012	Shaun M. Neff Joe W. Neff	Pending
NEFF (Argentina)	Appl. No. 3140568	Filing Date 1/13/2012	Shaun M. Neff Joe W. Neff	Pending
NEFF (Argentina)	Appl. No. 3140569	Filing Date 1/13/2012	Shaun M. Neff Joe W. Neff	Pending
NEFF (Peru)	Appl. No. 473909- 2011	Filing Date 11/17/2011	Shaun M. Neff Joe W. Neff	Pending
NEFF (Peru)	Appl. No. 473911- 2011	Filing Date 11/17/2011	Shaun M. Neff Joe W. Neff	Pending
NEFF (Peru)	Appl. No. 473910- 2011	Filing Date 11/17/2011	Shaun M. Neff Joe W. Neff	Pending
 (WIPO)	Appl. No. 1034238 Reg. No. 1034238	Reg. Date 2/22/2010	Shaun M. Neff Joe W. Neff	Registered Contracting States: AU, CH, CN, EM, JP, KR, NO, RU

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
 (WIPO)	Appl. No. 1060428 Reg. No. 1060428	Reg. Date 3/4/2010	Shaun M. Neff Joe W. Neff	Registered Contracting States AU, CH, CN, EM, JP, KR, NO, RU