

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307052

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	IP Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Neff Rental LLC		06/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3200927	NEFF RENTAL	
<b>Registration Number:</b>	3200938	NEFF RENTAL	
<b>Registration Number:</b>	3205229	NEFF RENTAL	
<b>Registration Number:</b>	3467842	WE CARE MORE	
<b>Registration Number:</b>	4537563	WE HAVE IT . . .	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F150196		
<b>NAME OF SUBMITTER:</b>	Sonya Jackman		
<b>SIGNATURE:</b>	/Sonya Jackman/		
<b>DATE SIGNED:</b>	06/09/2014		

OP \$140.00 3200927

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this “Intellectual Property Security Agreement”), dated as June 9, 2014, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, “Grantors” and each, a “Grantor”), in favor of CREDIT SUISSE AG, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the “Agent”)

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement (the “**Credit Agreement**”), dated as of June 9, 2014, among NEFF RENTAL LLC, a Delaware limited liability company (the “**Borrower**”), NEFF LLC, a Delaware limited liability company (the “**Parent**”), NEFF HOLDINGS LLC, a Delaware limited liability company (“**Holdings**”), the Lenders and CREDIT SUISSE AG (“**Credit Suisse**”), as Agent and as Administrative Agent; and

WHEREAS, it is a condition precedent to making the Loans to the Borrower that each Grantor shall have executed and delivered to the Agent the Guarantee and Collateral Agreement, dated as of June 9, 2014, among the Borrower, the Grantors, the Guarantors and the Agent, pursuant to which each Grantor pledged a security interest in all its Collateral for the benefit of the Agent and the other Secured Parties;

WHEREAS, Grantors directly or indirectly benefit from the Loans to the Borrower under the Credit Agreement and to induce the Lenders to make the Loans, Grantors desire to grant a continuing Lien to the Agent on the Intellectual Property Collateral, for the benefit of the Agent and the other Secured Parties, to secure all of the Secured Obligations;

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:

1. DEFINED TERMS. All capitalized terms used (including in the Recitals hereto) but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Secured Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Secured Parties, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the “Intellectual Property Collateral”):

- (i) all of its Trademarks listed on Schedule I hereto;
- (iii) all reissues, continuations or extensions of the foregoing;
- (v) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark licensed under any Trademark License and injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Secured Obligations and in order to induce the Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Secured Parties, a right of setoff, against the property of such Grantor held by Agent or any other Secured Party, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any other Secured Party, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants, as of the date hereof, that each Trademark that is registered or pending registration with the US Patent and Trademark Office is listed on Schedule I. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements with the filing offices on Schedule 3.19 to the Credit Agreement, perfected security interests in favor of Agent in all of Grantors' Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements with the filing offices on Schedule 3.19 to the Credit Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Trademarks shall have been duly taken.

In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS; GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Guarantee and Collateral Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of such Grantor with respect to the Intellectual Property Collateral in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein. In addition, each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and

Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **REINSTATEMENT.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or other Loan Party for liquidation or reorganization, should any Grantor or other Loan Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or other Loan Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Section 18 of the Security Agreement.

7. **ADDITIONAL GRANTORS.** The initial Grantors hereunder are the Credit Agreement Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Agreement Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Loan Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

8. **TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT.** Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Discharge of Secured Obligations.

9. **NO STRICT CONSTRUCTION.** The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or

burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

10. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR

NEFF RENTAL LLC

By: 

Name: Mark Irion

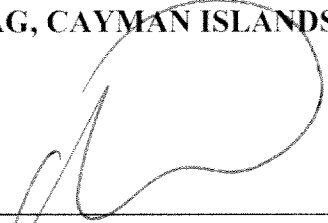
Title: Chief Financial Officer,  
Treasurer and Secretary

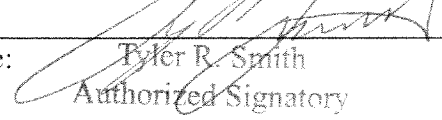
*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 005298 FRAME: 0994**

Acknowledged and Agreed

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Agent**

By:   
Name: MIKHAIL FAYBUSOVICH  
Title: AUTHORIZED SIGNATORY

By:   
Name: Tyler R. Smith  
Title: Authorized Signatory



SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Mark</b>	<b>Owner</b>	<b>Reg. Number</b>	<b>Filing Date/Reg. Date</b>	<b>Jurisdiction</b>
Neff Rental and Circular Design	Neff Rental LLC	3,200,927	January 23, 2007	US
Neff Rental and Lines Design	Neff Rental LLC	3,200,938	January 23, 2007	US
Neff Rental	Neff Rental LLC	3,205,229	February 6, 2007	US
We Care More	Neff Rental LLC	3,467,842	July 15, 2008	US
WE HAVE IT . . .	Neff Rental LLC	4,537,563	May 27, 2014	US

**EXHIBIT A**

**COUNTERPART TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This counterpart, dated \_\_\_\_\_ is delivered pursuant to Section 7 of that certain Intellectual Property Security Agreement dated as of June 9, 2014 (as from time to time amended, modified or supplemented, the “IP Security Agreement”; the terms defined therein and not otherwise defined herein being used as therein defined), among [\_\_\_\_\_], as Grantor[s] and Credit Suisse AG, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_

Name:

Title: