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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445498

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		10/02/2017	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Neff Rental LLC	
Street Address:	3750 NW 87th Avenue	
Internal Address:	Suite 400	
City:	Doral	
State/Country:	FLORIDA	
Postal Code:	33178	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Neff LLC	
Street Address:	3750 NW 87th Avenue	
Internal Address:	Suite 400	
City:	Doral	
State/Country:	FLORIDA	
Postal Code:	33178	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Neff Holdings LLC	
Street Address:	3750 NW 87th Avenue	
Internal Address:	Suite 400	
City:	Doral	
State/Country:	FLORIDA	
Postal Code:	33178	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 5

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
	•	TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	4537563	WE HAVE IT

CORRESPONDENCE DATA

Fax Number: 2029567069

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.

Phone: (202) 956-7685

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1700 New York Avenue, N.W., Suite 700

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: Washington, D.C. 20006-5215

NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	10/02/2017

Total Attachments: 4

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> TRADEMARK REEL: 006168 FRAME: 0797

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of October 2, 2017 (this "Release"), by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("CS"), 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"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, the Guarantee and Collateral Agreement or the IP Security Agreement, as applicable, referred to below (and in the event a term is defined differently in the Credit Agreement, the Guarantee and Collateral Agreement and the IP Security Agreement, the applicable definition shall be the one given to such term in the Guarantee and Collateral Agreement).

- A. Reference is made to (i) the Second Lien Credit Agreement dated as of June 9, 2014 (as amended pursuant to Amendment No. 1 dated as of October 14, 2014 and as further amended, restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement"), 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 CS, as Agent and as Administrative Agent, (ii) the Guarantee and Collateral Agreement dated as of June 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among the Borrower, the Parent, Holdings, each other Grantor from time to time party thereto and the Agent and (iii) the Intellectual Property Security Agreement dated as of June 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") among the Grantors party thereto and the Agent (such documents set forth in clauses (i) through (iii), the "Security Documents").
- B. Pursuant to the Security Documents, each Grantor granted to the Agent, for itself and the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Intellectual Property Collateral (as defined in the IP Security Agreement), which included, without limitation, all Trademarks, including as set forth on Schedule I hereto, which security interest was recorded with the United States Patent & Trademark Office at Reel 005298, Frame 0988.
- C. Pursuant to the Payoff Letter dated as of the date hereof among the Agent, the Borrower, the Parent and Holdings, the Agent agreed to release any and all interests it may have in the Intellectual Property Collateral pursuant to the Security Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, does hereby terminate, release, relinquish and discharge its security interests in the Intellectual Property Collateral and any right, title or interest it has in the Intellectual Property Collateral granted pursuant to the Security Documents shall hereby cease and become void as provided for in the Security Documents. This Release is made without representation or warranty by, or recourse to, the Agent or any other Secured Party.

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The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby. The Agent further agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Borrowers and at the expense of the Borrowers, to evidence the release and termination of the Agent's security interests in the Intellectual Property Collateral.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

Ву

Name: Mikhail Faybusovich Title: Authorized Signatory

Ву

Name: Warren Van Heyst Title: Authorized Signatory

UNITED STATES TRADEMARKS:

Registrations:

Mark	Owner	Reg. Number	Filing Date/ Reg. Date	Jurisdiction
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

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RECORDED: 10/02/2017

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