

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEFF, LLC		03/28/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	333 South Grand Avenue, Suite 4150		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86876886	N	
Serial Number:	86556168	NEFF LAND	
Registration Number:	4708953	FOREVER FUN	
Registration Number:	4768269	NEFF LAND	
Registration Number:	4768268	NEFF HOPE	
Registration Number:	4768267	NEFF HOPE	
Registration Number:	4591489	N377	
Registration Number:	4488595		
Registration Number:	3569673		
Registration Number:	3569666	NEFF	
Registration Number:	3660069	NEFF	
Registration Number:	4129149		
Registration Number:	4119011	NEFF	
Registration Number:	4129148	NEFF	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$365.00 86876886

Email: trademark@buchalter.com
Correspondent Name: Lisa Levinson c/o Buchalter Nemer
Address Line 1: 1000 Wilshire Blvd., Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER: C2133-0132

NAME OF SUBMITTER: Lisa Levinson

SIGNATURE: /ll/

DATE SIGNED: 03/29/2016

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), dated as of March 28 2016, is entered into between **NEFF, LLC**, a California limited liability company ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") in light of the following:

A. Grantor and Bank have entered into that certain Factoring Agreement dated as of April 15, 2011 (as amended, "Factoring Agreement") and other instruments, documents and agreements executed in connection therewith or related thereto (collectively, together with the Factoring Agreement, the "Factoring Documents");

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Bank; and

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, or acquired, by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, or acquired, by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned authored, or acquired, by Grantor, in whole or in part, and all copyright rights with respect

thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of Grantor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Grantor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Bank for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Grantor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Bank for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Grantor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Grantor or in the name of Bank for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing;
and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“**Obligations**” means all obligations, liabilities, and indebtedness of Grantor to Bank, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Factoring Agreement and the other Factoring Documents, including all “Obligations” as defined in the Factoring Agreement and all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Factoring Agreement. Any reference herein to any of the Factoring Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Bank, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Bank and Grantor.

2. GRANT OF SECURITY INTEREST, CONSENT, LIQUIDATION LICENSE.

Grantor hereby grants to Bank a first-priority security interest in all of Grantor’s right, title, and interest in and to the Collateral to secure the Obligations. In addition, Grantor hereby grants a liquidation license, subject to the Factoring Agreement but without restrictions or conditions, to Bank to enable and authorize Bank to use any and all of the Collateral in connection with any liquidation after default of Grantor’s property by Bank or its agents pursuant to the Factoring Documents or applicable law.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents.

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned by Grantor or licensed to Grantor, together with a

summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C.

3.2 Validity; Enforceability. To its knowledge without duty to investigate, Grantor is not presently aware of any past (that is unresolved), present, or prospective claim by any third party that any of its copyrights, patents, service marks, or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, to its knowledge, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. If requested by Bank in writing (not more than once per year), Grantor shall give notice in writing to Bank with respect to any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Grantor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining (at Grantor's expense) as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Bank of the institution by a third party of, or any adverse determination in, any formal proceeding in the Trademark Trial & Appeal Board of the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the copyrights, patents, service marks or trademarks, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Subject to section 5 above, Grantor grants Bank power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, following an Event of Default in Bank's discretion, from time to time, to take any action and to execute any instrument which

Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Bank to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral (provided that Bank shall first obtain the prior written approval of Grantor to bring an infringement claim against a third party, such approval not to be unreasonably withheld after considering cost/benefit of the purported claim) and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Grantor acknowledges and agrees that Bank has the access and inspection rights granted under the Factoring Agreement.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Factoring Agreement. An "Event of Default", as defined in the Factoring Agreement, shall occur;

8.2 Misrepresentation. Any representation or warranty made herein by Grantor or in any document furnished to Bank by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Bank.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Bank shall have, in addition to, other rights given by law or in this Agreement, the Factoring Agreement, or in any other Factoring Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Bank may notify licensees to make royalty payments on license agreements directly to Bank;

9.2 Sale. Subject to the Factoring Agreement, Bank may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ten (10) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Grantor shall continue to be liable for any deficiency remaining

after the Collateral is sold or collected. If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Bank at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE.

10.1 THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF BANK, IN ANY OTHER COURT IN WHICH BANK SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF GRANTOR AND BANK WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. GRANTOR AND BANK HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE FACTORING DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND BANK REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

10.2 GRANTOR AND BANK HEREBY AGREE THAT THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 9.8 (REFERENCE PROVISION) OF THE FACTORING AGREEMENT, WHICH SECTION 9.8 IS HEREBY INCORPORATED HEREIN BY THIS REFERENCE.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Bank.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without Bank's prior written consent and any prohibited assignment shall be absolutely void. Bank may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Bank and Grantor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Grantor shall pay to Bank on demand all costs and expenses that Bank pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Bank; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to

perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails after notice to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Bank arising out of the transactions contemplated hereby. The foregoing shall not be construed to limit any other provisions of this Agreement or the Factoring Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.


11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 10.10 of the Factoring Agreement.

11.10 Termination By Bank. After termination of the Factoring Agreement and when Bank has received payment and performance, in full, of all Obligations, Bank shall promptly execute and deliver to Grantor a termination of all of the security interests granted by Grantor hereunder and take such other action and execute or file such documents as are reasonably necessary to effectuate such termination.

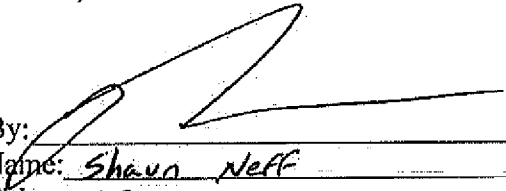
11.11 Integration. This Agreement, together with the Factoring Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.




**WELLS FARGO BANK, NATIONAL
ASSOCIATION**







By: 
Name: Christopher Rogers
Title: SVP

NEFF, LLC

By: 
Name: Shaun Neff
Title: CEO

SCHEDULE "A"
REGISTERED TRADEMARKS AND SERVICE MARKS

Owner	Trademark	Registration No./ Serial No.	Registration Date/ File Date
Grantor		86876886	01/15/2016
Grantor	NEFF LAND	86556168	07/28/2015
Grantor	FOREVER FUN	4708953	03/24/2015
Grantor	NEFF LAND	4768269	07/07/2015
Grantor	NEFF HOPE	4768268	07/07/2015
Grantor	NEFF HOPE	4768267	07/07/2015
Grantor		4591489	08/26/2014
Grantor		4488595	02/25/2014

Owner	Trademark	Registration No./ Serial No.	Registration Date/ File Date
Grantor		3569673	02/03/2009
Grantor		3569666	02/03/2009
Grantor		3660069	07/28/2009
Grantor		4129149	04/17/2012
Grantor		4119011	03/27/2012
Grantor		4129148	04/17/2012

SCHEDULE "B"
PATENTS

Owner	Patent Description	Patent No./ Serial No.	Issue Date/ File Date
None			

PATENT APPLICATIONS

None

SCHEDULE "C"
REGISTERED COPYRIGHTS

Owner	Title	Reg. No.	Reg. Date
Grantor	Suckerface design.	VA0001859454	05/17/2013
Grantor	Suckerface design/by Shaun Neff	VA0001433781	07/15/2013
Grantor	Suckerface design/by Shaun Neff	VA0001433783	07/15/2013