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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): *Pines Trailer Limited Partnership 6-24-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____ *9-27-02*

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: *Great Dane Limited Partnership*
 Internal Address: _____
 Street Address: *222 North LaSalle Suite 1000*
 City: *Chicago* State: *IL* Zip: *60601*

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership *Delaware*
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: *12/24/1996*

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) *0936506*

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: *Aaron D. Rachelson*
 Internal Address: *c/o Gould & Ratner*
 Street Address: *222 North LaSalle Street*
Suite 800
 City: *Chicago* State: *IL* Zip: *60601*

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ *40.00*
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
David M. Robin *[Signature]* *6/14/02*
 Name of Person Signing Signature Date

06/27/2002 DBYRNE 00000194 0936506

Total number of pages including cover sheet, attachments, and document: 4

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40.00 documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
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LIMITED PARTNERSHIP AGREEMENT
OF
GREAT DANE LIMITED PARTNERSHIP NO. 2

This Limited Partnership Agreement ("Agreement") is made as of December 30, 1996 by and among Dane Acquisition Corp., a Delaware corporation ("Dane Corp."), as the general partner, Pines Trailer Limited Partnership, an Illinois limited partnership ("Pines"), as a limited partner and Trailer Investors, an Illinois general partnership ("Investor"), as a limited partner.

Definitions of terms used in this Agreement are set forth in the Glossary of Defined Terms attached to and forming a part of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual agreements set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1
THE PARTNERSHIP

Section 1.1 Formation. Pursuant to the Act, the General Partner and Limited Partners have formed a limited partnership under the laws of Delaware by filing a Certificate of Limited Partnership filed December 24, 1996 with the Delaware Secretary of State and entering into this Agreement.

Section 1.2 Name. The name of the Partnership shall be Great Dane Limited Partnership No. 2 and all business of the Partnership shall be conducted in such name or such other name or names as the General Partner determines are appropriate from time to time.

Section 1.3 Office. The Partnership shall maintain an office and registered agent in Delaware as required by the Act. The Partnership may also have such offices at such other place or places as the General Partner determines are appropriate from time to time. The General Partner may establish such additional place or places of business of the Partnership as it may from time to time determine.

Section 1.4 Purposes. The purpose of the Partnership is to acquire, own, operate and hold the Operating Assets and conduct the Business, and to engage in such other enterprises and activities as the General Partner determines to be of benefit to the Partnership, directly or through indirect ownership of legal and/or beneficial interests in one or more Entities. In furtherance of these purposes, but subject to all other provisions of this Agreement, the Partnership is hereby authorized to:

- (a) acquire by purchase, lease or otherwise, any real or personal property, or direct or indirect interests in real or personal property, which may be necessary, convenient or incident to the accomplishment of the purposes of the Partnership;

against all expenses (including reasonable attorneys' and accountants' fees, court costs and expenses), judgments and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit or proceeding if the conduct of such member of the Indemnified Group did not constitute fraud, gross negligence or willful misconduct.

(c) To the extent that a member of the Indemnified Group has been successful on the merits in seeking indemnification in accordance herewith, the Partnership shall indemnify it and hold it harmless against the expenses (including reasonable attorneys' and accountants' fees and costs) actually and reasonably incurred by it in connection therewith.

(d) For purposes of Section 2.4(b) and Section 2.4(c), the termination of any action, suit or proceeding by judgment, order, settlement or otherwise shall not, of itself, create a presumption that the conduct of a member of the Indemnified Group constituted fraud, gross negligence or willful misconduct.

(e) Expenses (including reasonable attorneys' and accountants' fees, court costs and expenses) incurred in defending any claim, action, suit or proceeding (civil or criminal) shall be paid by the Partnership in advance of final disposition of the matter upon receipt of an undertaking by or on behalf of such member of the Indemnified Group to repay such amount if such member of the Indemnified Group is ultimately determined not to be entitled to such indemnity. Regardless of the indemnity provided for under this Section, the Partnership may carry such indemnification insurance as the General Partner deems necessary to protect itself.

ARTICLE 3 CAPITAL OF THE PARTNERSHIP

Section 3.1 Capital Contributions. The Partners intend that the Partnership acquire all of the Operating Assets. Accordingly, the General Partner and Investor agree to contribute to the Partnership their respective partnership interests in Great Dane Limited Partnership, a Delaware limited partnership ("GDLP"), which partnership is acquiring the Purchased Assets and assuming the Great Dane Liabilities. Pines agrees to contribute to the Partnership the Contributed Assets, and the Partnership agrees to simultaneously assume all Pines Liabilities. The contributions required by this Section shall occur immediately after the closing of the transactions contemplated by the Asset Purchase Agreement.

In the event of any failure by any Partner to timely perform its obligations under this Section 3.1, the Partnership shall have such rights and remedies as are available to it at law, in equity, by statute, or otherwise, and all such rights and remedies may be exercised cumulatively and concurrently. The exercise by the Partnership of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by the Partnership of all such rights or remedies. Without limiting the generality of the previous sentence, the Partnership shall be entitled to seek specific performance hereof in a court of competent jurisdiction.

Closing Date: As defined in the Asset Purchase Agreement.

Code: The Internal Revenue Code of 1986, as amended from time to time and all published rules, rulings and regulations thereunder at the time of reference thereto.

Constituent Owner: Section 2.2.

Contributed Assets: All of the business, properties, cash, goodwill, rights, claims and other assets of whatever kind and nature, real or personal, tangible or intangible, known or unknown, actual or contingent and wherever situated, which are owned by Pines, excluding the Excluded Assets.

Entity: Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association.

Event of Bankruptcy: As to the Partnership or a Partner:

- (a) filing a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided;
- (b) making a general assignment for the benefit of its creditors;
- (c) consenting to the appointment of a receiver for all or a substantial part of its property;
- (d) in the case of the filing of an involuntary petition in bankruptcy, an entry of an order for relief;
- (e) the entry of a court order appointing a receiver or trustee for all or a substantial part of its property without its consent; or
- (f) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of its property.

Excluded Assets: Those assets described on Schedule II.

Excluded Liabilities: Liabilities of Pines to its Partners in their capacity as Partners of Pines.

Fiscal Year: Section 5.1.

General Partners: Dane Corp. together with any successor to Dane Corp. admitted as a general partner of the Partnership pursuant to the provisions of the Agreement.

Great Dane Liabilities: The Assumed Liabilities, as defined in the Asset Purchase Agreement.