

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sooner Trailer Manufacturing Co.		12/08/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Sooner Acquisition Corp.
Street Address:	11590 Century Boulevard
Internal Address:	Suite 103
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1736416	SOONER
Registration Number:	2323852	

CORRESPONDENCE DATA	
Fax Number:	(617)951-8736
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-951-8000
Email:	john.kim@bingham.com
Correspondent Name:	John H. Kim, Esq.
Address Line 1:	150 Federal Street
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	1736416
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NAME OF SUBMITTER:	Eileen M. Sullivan
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

WHEREAS, Sooner Trailer Manufacturing Co., a Delaware corporation having a principal place of business at 1515 McCurdy Road, Duncan, Oklahoma 73533 (the "Assignor"), is the owner of the entire right, title and interest in and to the trademarks and trademark applications (collectively, the "Trademarks") listed on the Schedule of Trademarks attached hereto as Exhibit A;

WHEREAS, Sooner Acquisition Corp., a Delaware corporation having a principal place of business c/o Universal Trailer Corporation, 11590 Century Boulevard, Suite 103, Cincinnati, Ohio 45246 (the "Assignee"), is desirous of acquiring all right, title and interest in said Trademarks, in the United States and in any and all foreign countries;

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of December 5, 2003 (the "Asset Purchase Agreement"), by and among the Assignor, the stockholders of the Assignor party thereto, and the Assignee, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, all of the assets and properties of the Assignor, including but not limited to the Trademarks; and

NOW, THEREFORE, for good and valuable consideration as recited in the Asset Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, including all common law rights, along with the goodwill of the business symbolized by or associated with the Trademarks. Assignor further assigns, sells and transfers to Assignee the right to sue and collect damages for any and all past and present infringement of any rights in the Trademarks.

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EXHIBIT A

Schedule of Trademarks

U.S. Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SOONER	1,736,416	December 1, 1992
Design only	2,323,852	February 29, 2000