

3/19/04

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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03-19-2004



T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner

102661311

Unrecorded original documents or copy thereof.

1. Name of conveying party(ies):

Morgan Trailer Financial Management, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other Texas
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 3/15/04

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address: _____

Street Address: 311 S. Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

See Attached Schedule A

B. Trademark Registration No.(s) _____

See Attached Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristin Brozovic

Internal Address: _____

Street Address: Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic

Name of Person Signing

Kristin Brozovic
Signature

3/17/04

Date

Total number of pages including cover sheet, attachments, and document: **13**

03/22/2004 DBYRNE 00000031 1304607

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

01 FC:8521 40.00 OP
02 FC:8522 525.00 OP
03 FC:8523 120.00 OP

TRADEMARK
REEL: 002814 FRAME: 0956

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT
FOR MORGAN TRAILER FINANCIAL MANAGEMENT, L.P.**

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
AHS ADVANCED HANDLING SYSTEMS Stylized Letters	1,504,607	September 20, 1988
COLD STAR	2,109,760	October 28, 1997
CURB SIDER	1,442,012	June 9, 1987
CURTAIN SLIDER	1,457,347	September 15, 1987
DESIGN ONLY	1,632,273	January 22, 1991
DESIGN ONLY	1,809,022	December 7, 1993
DESIGN ONLY	1,850,643	August 23, 1994
DESIGN ONLY	1,855,674	September 27, 1994
HUSKY	2,795,674	December 16, 2003
LEADING THE WAY IN TRANSPORT & DOCK AUTOMATION	1,500,997	August 23, 1988
M and Design	1,478,609	March 1, 1988
M and Design	1,478,612	March 1, 1988
M and Design	1,478,613	March 1, 1988
M and Design	1,519,555	January 10, 1989
M and Design	1,725,420	October 20, 1992
M CURTAIN SLIDER CURB SIDER and Design	1,466,293	November 24, 1987
MORGAN	912,554	June 8, 1971
MORGAN Stylized Letters	1,503,794	September 13, 1988

HODB01 24515100.1 030404 1203C 04244496

CHV673709.1

**TRADEMARK
REEL: 002814 FRAME: 0957**

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
AIR TRAX	76-147,563	October 16, 2000
ARCTIC PUP	76-374,865	February 25, 2002
ARCTIC SEAL	76-374,866	February 25, 2002
HUSKY Stylized Letters	76-551,115	September 9, 2003

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Security Agreement**”) made as of this 15th day of March, 2004, by Morgan Trailer Financial Management, L.P., a Texas limited partnership (“**Grantor**”) in favor of LaSalle Bank National Association, as agent (“**Agent**”) for itself and various other lenders (“**Lenders**”) with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603.

WITNESSETH

WHEREAS, Grantor, the other “**Loan Parties**” named therein, Agent and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the “**Loan Agreement**”; all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement) and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended, restated or otherwise modified from time to time, the “**Financing Agreements**”), which Financing Agreements provide for the grant by Grantor to Agent, for the benefit of Lenders, of a security interest in certain of Grantor’s assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. This Security Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademarks (as defined below) with the U.S. Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest hereby has been granted as a supplement to the security interest granted to the Agent under Article V of the Loan Agreement. The Loan Agreement (including Article V thereof) shall remain in full force and effect in accordance with its terms. The Grantor hereby acknowledges that the rights and remedies of the Agent and the Lenders with respect to the Trademarks are more fully set forth in the Loan Agreement and hereby reaffirms all such rights and remedies set forth therein.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Agent, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or

with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor’s business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no written notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A and Schedule B constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A and/or Schedule B, as the case may be, to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Loan Agreement. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all

Trademarks shall be without any liability for royalties or other related charges from Agent to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Loan Agreement, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. As set forth in subsection 4(c)(v) of the Loan Agreement, Grantor shall reimburse Agent for all costs and expenses, including, without limitation, legal expenses and reasonable attorneys' fees (whether for internal or outside counsel) incurred by Agent in connection with this Security Agreement.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Loan Agreement has been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's Liabilities under this Section 10 shall be borne by Grantor as set forth in subsection 4(c)(v) of the Loan Agreement.

11. Agent's Right to Sue. Upon the occurrence and continuation of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or

part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions granted to it under the Loan Agreement with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Loan Agreement has been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

MORGAN TRAILER FINANCIAL
MANAGEMENT, L.P.

By: MORGAN TRAILER MFG. CO., its
general partner

By: *Robert S. Whatley*

Name: Robert S. Whatley

Title: Vice President

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: _____

Name: _____

Its: _____

[MTFM Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002814 FRAME: 0964

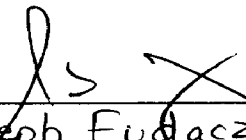
IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

MORGAN TRAILER FINANCIAL
MANAGEMENT, L.P.

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Joseph Fudacz
Its: Senior Vice President

[MTFM Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002814 FRAME: 0965

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT
FOR MORGAN TRAILER FINANCIAL MANAGEMENT, L.P.**

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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MORGAN	912,554	June 8, 1971
MORGAN Stylized Letters	1,503,794	September 13, 1988
UK		

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M and design	1564032	
MC and design	1564030	
M CURTAIN SLIDER CURB SIDER and design	B1306539	

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
AIR TRAX	76-147,563	October 16, 2000
ARCTIC PUP	76-374,865	February 25, 2002
ARCTIC SEAL	76-374,866	February 25, 2002
HUSKY Stylized Letters	76-551,115	September 9, 2003

SCHEDULE B

CANADIAN TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Canadian Serial/Registration No.</u>	<u>Date Registered</u>
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None

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Canadian Application No.</u>	<u>Date Applied</u>
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None