

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Semi-Trailer Corp.		09/24/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1602895	NATIONAL SEMI-TRAILER CORP.
Registration Number:	2374596	NATIONAL SEMI-TRAILER CORP.
Registration Number:	2459073	NATIONAL STOR-MOR SYSTEMS

CORRESPONDENCE DATA

Fax Number: (214)999-3623
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2149994682
 Email: ip@gardere.com
 Correspondent Name: Gardere Wynne Sewell LLP/Lisa Hemphill
 Address Line 1: 1601 Elm Street
 Address Line 2: 3000 Thanksgiving Tower
 Address Line 4: Dallas, TEXAS 75201-4761

ATTORNEY DOCKET NUMBER:	122909-6
NAME OF SUBMITTER:	Lisa R. Hemphill

Total Attachments: 5
 source=Goldman-NSTC#page1.tif

CH \$90.00 1602895

source=Goldman-NSTC#page2.tif
source=Goldman-NSTC#page3.tif
source=Goldman-NSTC#page4.tif
source=Goldman-NSTC#page5.tif

THIS TRADEMARK SECURITY AGREEMENT IS MADE SUBJECT TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED SEPTEMBER 24, 2004, BETWEEN GOLDMAN SACHS CREDIT PARTNERS L.P., AND OTHERS, SAME BEING MORE PARTICULARLY IDENTIFIED AND DESCRIBED AT SECTION 4 BELOW.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2004, is by NATIONAL SEMI-TRAILER CORP., a Michigan corporation (“Grantor”), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as Agent for Lenders (“Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to in Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

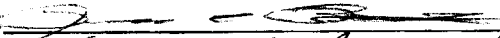
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Intercreditor Agreement. Reference is made herein for all purposes to that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of September 24, 2004, executed among Agent, in its capacity as administrative agent for the financial institutions party to the Credit Agreement, General Electric Capital Corporation, in its capacity as administrative agent (the "First Lien Agent") for the financial institutions party to the First Lien Credit Agreement and Grantor. Notwithstanding anything to the contrary herein, until such time as the First Lien Indebtedness (as defined in the Intercreditor Agreement) has been Paid in Full (as defined in the Intercreditor Agreement), the provisions of this Trademark Security Agreement are subject to the terms, covenants, conditions and provisions of the Intercreditor Agreement, which, among other things, provide that the interests of Agent in and to the Trademark Collateral shall be inferior, and subordinate to the interests of First Lien Agent in accordance with the Intercreditor Agreement. In the event of any inconsistency between the terms and provisions of this Trademark Security Agreement and the Intercreditor Agreement, the terms, covenants, conditions and provisions of the Intercreditor Agreement shall prevail until such time as the First Lien Indebtedness (as defined in the Intercreditor Agreement) is Paid in Full (as defined in the Intercreditor Agreement).

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL SEMI-TRAILER CORP.

By: 
Name: Lawrence E. Boehm
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:


GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Agent

By: 
Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)
)
COUNTY OF Orange) ss.

On this 23rd day of September, 2004 before me personally appeared RANDALL BROMLEY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of National Semi-Trailer Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
{seal}



TRADEMARK SECURITY AGREEMENT
DALLAS 1424545