

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Universal Trailer Corporation Horse/Livestock Group		04/01/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dymas Funding Company, LLC, as Collateral Agent		
<b>Street Address:</b>	One N. Frankling Street		
<b>Internal Address:</b>	Suite 3500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78520918	PRO CUTTER SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	pagodoa@federalresearch.com		
<b>Correspondent Name:</b>	CBC Companies dba Federal Research		
<b>Address Line 1:</b>	1030 Fifteenth Street, NW, Suite 920		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		
<b>Date:</b>	04/12/2005		

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**TRADEMARK**

**REEL: 003064 FRAME: 0924**

Total Attachments: 4

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, UNIVERSAL TRAILER CORPORATION HORSE/LIVESTOCK GROUP, a Delaware corporation ("Horse/Livestock Group") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Horse/Livestock Group is a party to that certain Security Agreement dated as of May 15, 2002, among Dymas Funding Company, LLC, as a Lender ("Dymas"), Royal Bank of Canada, New York Branch, as collateral agent ("RBC"), the other lenders party thereto, Haulmark Industries, Inc., Universal Trailer Corporation and Sooner Trailer Manufacturing Company, and the guarantors party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Dymas has replaced RBC as Collateral Agent under the Security Agreement (Dymas, in such capacity, is hereinafter referred to as "Collateral Agent"); and

WHEREAS, Horse/Livestock Group has assigned to the Collateral Agent and granted to the Collateral Agent for the benefit of the lenders a continuing security interest in all right, title and interest of Horse/Livestock Group in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Horse/Livestock Group does hereby pledge, convey, sell, assign, transfer and set over unto the Collateral Agent and grants to the Collateral Agent for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

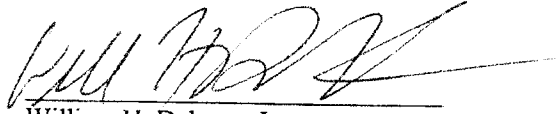
Horse/Livestock Group does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*- Remainder of Page Intentionally Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Horse/Livestock Group has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 1, 2005.

**UNIVERSAL TRAILER CORPORATION**  
**HORSE/LIVESTOCK GROUP**, a Delaware  
corporation

By:



William H. Dabney, Jr.  
Vice President

Trademark Assignment – Horse/Livestock Group  
60363208

**TRADEMARK**  
**REEL: 003064 FRAME: 0927**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications  
Owned by UNIVERSAL TRAILER CORPORATION HORSE/LIVESTOCK GROUP

**U.S. Registered Trademarks**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
none		

**Pending U.S. Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
PRO CUTTER SERIES	78/520,918	11/20/04