

10-20-2005



103040220

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-20-05

1. Name of conveying party(ies):

Quality Trailer Products, LP

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Texas  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Agent  
Internal  
Address: Suite 3400  
Street Address: One South Wacker Drive  
City: Chicago  
State: IL  
Country: USA Zip: 60606

- Association Citizenship USA
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 18, 2005  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
2,113,390

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner  
Internal Address: Latham & Watkins  
Sears Tower, Suite 5800  
Street Address: 233 S. Wacker Drive  
City: Chicago  
State: IL Zip: 60606  
Phone Number: (312) 876-7628  
Fax Number: (312) 993-9767  
Email Address: Linda.Kastner@LW.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: Linda R. Kastner  
Signature

October 19, 2005  
Date

LINDA R. Kastner  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

10/20/2005 DBYRNE 0000106 2113390

01 FC:8521  
02 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2005, by QUALITY TRAILER PRODUCTS, LP, a Texas limited partnership ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, individually and in its capacity as Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, Grantor, the other Persons named therein as Borrowers, Agent and the Lenders from time to time party thereto are parties to that certain Loan and Security Agreement dated as of December 9, 2004 (including all annexes, exhibits and schedules thereto, amended by that certain First Omnibus Amendment to Loan Documents dated as of March 23, 2005 and as further amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Borrowers request that Agent and Majority Lenders amend the Loan Agreement and consent to certain transactions as set forth in that certain Second Amendment and Consent to Loan and Security Agreement dated as of the date hereof, by and among the Grantor, the other Persons named therein as Borrowers, Agent and the Lenders from time to time party thereto (the "Second Amendment")

WHEREAS, Agent and Lenders are willing to amend the Loan Agreement and consent to the transactions as provided in the Second Amendment, but only upon the condition, among others, that Grantor shall have granted a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations of Grantor under the Loan Agreement and to pledge and grant a security interest in the Trademark Collateral as security for the Obligations; and

WHEREAS, pursuant to the Second Amendment, 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 Appendix A to the Loan Agreement. Additionally, the following terms shall have the following respective meanings:

"Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, a continuing first priority 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 on 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, for itself and the ratable benefit of Lenders, pursuant to the Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPALS..

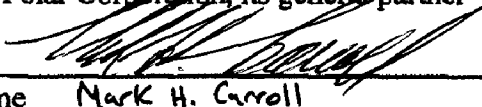
5. INTERCREDITOR PROVISION. Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent and Lenders pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, as the same may be amended, supplemented, modified or replaced from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[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.

QUALITY TRAILER PRODUCTS, LP

By: Polar Corporation, its general partner

By   
Name Mark H. Carroll  
Title Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Authorized Signatory

[Signature Page to Trademark Security Agreement]

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.

QUALITY TRAILER PRODUCTS, LP

By: Polar Corporation, its general partner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: Robert J. Lund  
Name: Robert J. Lund  
Its: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS

<u>MARK</u>	REGISTRATION NUMBER
HARD HAT	2,113,390

TRADEMARK APPLICATIONS

- None

TRADEMARK LICENSES

- None

Name of Agreement, Parties, Date of Agreement

- N/A