

**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>
Pace American, Inc.		09/30/2008	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Private Bank and Trust Company
<b>Street Address:</b>	70 West Madison Street
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	State Chartered Bank:

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1604521	P
Registration Number:	1604522	PACE AMERICAN
Registration Number:	2059074	RALLYE
Registration Number:	2358335	CONQUEST
Registration Number:	2360684	CARGOSPORT
Registration Number:	2379922	WORKSPORT
Registration Number:	2404815	TRACKSIDE SERVICE
Registration Number:	2848057	UNIROOF
Registration Number:	3325053	PURSUIT
Registration Number:	2815411	LEGACY
Registration Number:	2765081	SUMMIT
Registration Number:	3344931	OUTBACK
Registration Number:	2921456	HAMMER

**OP \$565.00 1604521**

Registration Number:	2846264	OPTIMA
Registration Number:	3038966	OPTIMA
Registration Number:	3102978	SHADOW
Registration Number:	2962359	AEROSPORT
Registration Number:	3279292	EXPLORER
Registration Number:	3342078	MIDWAY
Serial Number:	78359272	BIGFOOT
Serial Number:	78359668	JOURNEY
Serial Number:	77075338	DAYTONA

**CORRESPONDENCE DATA**

Fax Number: (312)876-7934

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-876-8086

Email: trademarks@sonnenschein.com

Correspondent Name: Debra S. Clark

Address Line 1: Wacker Drive Station, Sears Tower

Address Line 2: P.O. Box 061080

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	09111821.0006
NAME OF SUBMITTER:	Katie A. Krutzsch
Signature:	/katie a. krutzsch/
Date:	11/04/2008

**Total Attachments: 7**

source=Pace Trademark Agreement#page1.tif  
source=Pace Trademark Agreement#page2.tif  
source=Pace Trademark Agreement#page3.tif  
source=Pace Trademark Agreement#page4.tif  
source=Pace Trademark Agreement#page5.tif  
source=Pace Trademark Agreement#page6.tif  
source=Pace Trademark Agreement#page8.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2008, by PACE AMERICAN, INC., a Delaware corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY (the "Lender").

### RECITALS

The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lender pursuant to which the Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor, its subsidiaries and certain of its Affiliates (the Grantor and such other Persons being hereinafter collectively referred to as the "Borrowers").

The Grantor is a party to that certain Guaranty and Security Agreement bearing even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Secured Obligations (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender as collateral security for the Secured Obligations, 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1

through 3 being herein collectively referred to as the "Trademark Collateral").


Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Secured Obligations.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**PACE AMERICAN, INC., a Delaware corporation**

By:   
Name: Mitchell Bender  
Title: Chief Executive Officer

Acknowledged:

**THE PRIVATEBANK AND TRUST COMPANY**

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

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**PACE AMERICAN, INC., a Delaware corporation**

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

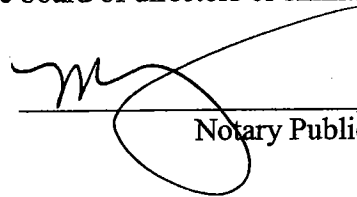
Acknowledged:

**THE PRIVATEBANK AND TRUST COMPANY**

By: *Christopher Dittara*  
Name: *Christopher Dittara*  
Title: *Managing Director*

STATE OF ILLINOIS     )  
                                  ) ss  
COUNTY OF COOK     )

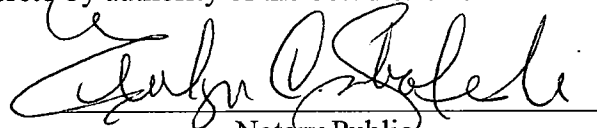
On this 30th day of September 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Pace American, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

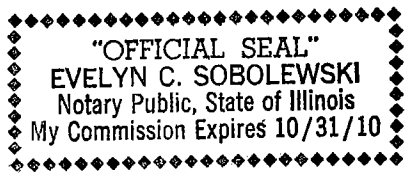
  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

On this 30th day of September 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of The PrivateBank and Trust Company, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public





**SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT**

<b>Grantor</b>	<b>Trademark/Registration Number</b>	<b>Trademark Application Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Pace American, Inc.	"P" Design/1,604,521	74/006,236	30NO1989	03JL1990
Pace American, Inc.	PACE AMERICAN/1,604,522	74/006,317	30NO1989	03JL1990
Pace American, Inc.	RALLYE/2,059,074	75/084,036	04AP1996	06MY1997
Pace American, Inc.	CONQUEST/2,358,335	75/467,828	14AP1998	13JE2000
Pace American, Inc.	CARGOSPORT/2,360,684	75/467,829	14AP1998	20JE2000
Pace American, Inc.	WORKSPORT/2,379,922	75/467,838	14AP1998	22AU2000
Pace American, Inc.	TRACKSIDE SERVICE/2,404,815	75/642,847	18FE1999	14NO2000
Pace American, Inc.	UNI-ROOF/2,848,057	76/274,429	20JE2001	01JE2004
Pace American, Inc.	PURSUIT/3,325,053	76/277,872	28JE2001	30OC2007
Pace American, Inc.	LEGACY/2,815,411	76/289,029	20JL2001	17FE2004
Pace American, Inc.	SUMMIT/2,765,081	76/296,784	07AU2001	16SE2003
Pace American, Inc.	OUTBACK/3,344,931	78/148,683	30JL2002	27NO2007
Pace American, Inc.	HAMMER/2,921,456	78/148,677	30JL2002	25JA2005
Pace American, Inc.	OPTIMA/2,846,264	76/507,087	03AP2003	25MY2004
Pace American, Inc.	OPTIMA3,038,966	76/545,877	22SE2003	10JA2006
Pace American, Inc.	SHADOW/3,102,978	78/359,569	29JA2004	13JE2006
Pace American, Inc.	BigFoot	78/359,272	29JA2004	
Pace American, Inc.	AeroSport/2,962,359	78/359,467	29JA2004	14JE2005
Pace American, Inc.	JOURNEY	78/359,668	29JA2004	
Pace American, Inc.	EXPLORER/3,279,292	78/359,887	30JA2004	14AU2007
Pace American, Inc.	MIDWAY3,342,078	78/923,571	06JL2006	20NO2007
Pace American, Inc.	DAYTONA	77/075,338	03JA2007	

**TRADEMARK**

**RECORDED: 11/04/2008**

**REEL: 003882 FRAME: 0650**