

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
Universal Trailer Holdings Corp.		01/21/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CP II UTC LLC
Street Address:	30 Rockefeller Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2830176	UNIVERSAL TRAILER CORPORATION
Registration Number:	2834494	UNIVERSAL TRAILER CORPORATION
Registration Number:	2821139	UNIVERSAL TRAILER
Registration Number:	2850912	UTAC
Registration Number:	2865044	UNIVERSAL TRAILER ACCEPTANCE CORPORATION
Registration Number:	2929014	A UNIVERSAL TRAILER CORP.
Registration Number:	2928986	UNIVERSAL TRAILER
Registration Number:	2927960	
Registration Number:	3001197	EXISS
Registration Number:	3022259	MILEY
Registration Number:	3213914	LEAVE YOUR MARK
Registration Number:	3276767	MILEY
Serial Number:	78548017	UNIVERSAL TRAILER SALES COMPANY, LLC

CORRESPONDENCE DATA

900125287

**TRADEMARK
 REEL: 003922 FRAME: 0729**

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Fax Number: (212)492-0562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123733562
Email: menakaplan@paulweiss.com, hranucci@paulweiss.com
Correspondent Name: Menachem Kaplan
Address Line 1: 1285 Avenue of the Americas
Address Line 2: c/o Paul, Weiss, LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17942-013
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	01/22/2009

Total Attachments: 4

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ASSIGNMENT FOR SECURITY

WHEREAS, Universal Trailer Holdings Corp. (the "Assignor") 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, the Assignor, has entered into a Junior Lien Security Agreement, dated January 21, 2009 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement"), in favor of CP II UTC LLC, in its capacity as Collateral Agent for certain agents and certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor 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 Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee 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 Liabilities.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of January 21, 2009.

GRANTOR:

**UNIVERSAL TRAILER HOLDINGS
CORP.**, a Delaware corporation

By: _____

Name: Thomas W. Frey

Title: President and Chief Executive
Officer

[Signature Page to Assignment for Security – Trademarks (Universal Trailer Holdings Corp.)]

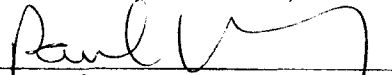
**TRADEMARK
REEL: 003922 FRAME: 0732**

ACKNOWLEDGED AND AGREED:

COLLATERAL AGENT:

CP II UTC LLC, as Collateral Agent

By: Corporate Partners II Limited, its sole member

By: 
Name: Paul J. Zepf
Title: Managing Principal

{Signature Page to Assignment for Security - Trademarks (Universal Trailer Holdings Corp.)}

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Owned by Universal Trailer Holdings Corp.

Trademark	Reg. No.	Reg. Date	Current Owner
UNIVERSAL TRAILER CORPORATION and Design	2,830,176	4/6/04	Universal Trailer Holdings Corp.
UNIVERSAL TRAILER CORPORATION and Design	2,834,494	4/20/04	Universal Trailer Holdings Corp.
UNIVERSAL TRAILER	2,821,139	3/9/04	Universal Trailer Holdings Corp.
UTAC	2,850,912	6/8/04	Universal Trailer Holdings Corp.
UNIVERSAL TRAILER ACCEPTANCE CORPORATION	2,865,044	7/20/04	Universal Trailer Holdings Corp.
A UNIVERSAL TRAILER CORP. and Design	2,929,014	3/1/05	Universal Trailer Holdings Corp.
UNIVERSAL TRAILER and Design	2,928,986	3/1/05	Universal Trailer Holdings Corp.
Design Only	2,927,960	2/22/05	Universal Trailer Holdings Corp.
EXISS (Stylized)	3,001,197	9/27/05	Universal Trailer Holdings Corp.
MILEY	3,022,259	11/29/05	Universal Trailer Holdings Corp.
LEAVE YOUR MARK	3,213,914	2/27/07	Universal Trailer Holdings Corp.
MILEY and design	3,276,767	8/7/07	Universal Trailer Holdings Corp.
UNIVERSAL TRAILER SALES COMPANY, LLC	78/548,017	1/14/05	Universal Trailer Holdings Corp.