

**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
Haulmark Industries, Inc.		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:	3338373	THE EDGE
Registration Number:	2706901	HAULMARK THE BEST NAME BEHIND YOU FOR THE LONG HAUL
Registration Number:	2522221	
Registration Number:	1560766	HAULMARK
Registration Number:	1809038	THRIFTY HAULER
Registration Number:	2819959	V-TRACK
Registration Number:	2824976	CADET
Registration Number:	2819958	SNOW LITE
Registration Number:	2874535	ULTIMATE EDGE
Registration Number:	2888995	LOW HAULER
Registration Number:	2888996	TRANSPORT
Registration Number:	2919008	HAULMARK
Registration Number:	2937696	EDGE LOW HAULER

CH \$340.00 3338373

CORRESPONDENCE DATA

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, Haulmark Industries, Inc. (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:**

**HAULMARK INDUSTRIES, INC.,** a  
Delaware corporation

By: Thomas W. Fey  
Name: Thomas W. Fey  
Title: Chairman and Chief  
Executive Officer

[Signature Page to Assignment for Security - Trademarks (Haulmark Industries, Inc.)]

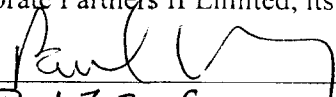
**TRADEMARK**  
**REEL: 003922 FRAME: 0744**

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 (Haulmark Industries, Inc.)]

**TRADEMARK**  
**REEL: 003922 FRAME: 0745**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

**Trademarks and Trademark Applications**

Owned by Haulmark Industries, Inc.

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Current Owner</b>
THE EDGE	3,338,373	11/20/07	Haulmark Industries, Inc.
HAULMARK THE BEST NAME BEHIND YOU FOR THE LONG HAUL	2,706,901	4/15/03	Haulmark Industries, Inc.
Design of a Cap for a Trailer Van	2,522,221	12/25/01	Haulmark Industries, Inc.
HAULMARK	1,560,766	10/17/89	Haulmark Industries, Inc.
THRIFTY HAULER	1,809,038	12/7/93	Haulmark Industries, Inc.
V-TRACK	2,819,959	3/2/04	Haulmark Industries, Inc.
CADET	2,824,976	3/23/04	Haulmark Industries, Inc.
SNOW LITE	2,819,958	3/2/04	Haulmark Industries, Inc.
ULTIMATE EDGE	2,874,535	8/17/04	Haulmark Industries, Inc.
LOW HAULER	2,888,995	9/28/04	Haulmark Industries, Inc.
TRANSPORT	2,888,996	9/28/04	Haulmark Industries, Inc.
HAULMARK and Design	2,919,008	1/18/05	Haulmark Industries, Inc.
EDGE LOW HAULER	2,937,696	4/5/05	Haulmark Industries, Inc.