

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Featherlite, Inc. | | 01/21/2009 | CORPORATION: MINNESOTA |

| | |
|-----------------------------|-------------------------------------|
| 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: 19

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 2136650 | FEATHERLITE |
| Registration Number: | 1647382 | FEATHERLITE |
| Registration Number: | 2154533 | FEATHERLITE |
| Registration Number: | 2029860 | FEATHERLITE |
| Registration Number: | 2736438 | DRIVING SUCCESS |
| Registration Number: | 2144524 | FEATHERLITE STL |
| Registration Number: | 2142580 | FEATHERLITE STL |
| Registration Number: | 2151748 | FEATHERLITE TRAILERS |
| Registration Number: | 2135286 | FEATHERLITE TRAILERS |
| Registration Number: | 2247777 | FEATHERLITE TRAILERS |
| Registration Number: | 2151747 | |
| Registration Number: | 2249651 | FEATHERLITE |
| Registration Number: | 2854250 | SAFE. SECURE. SMART |
| Registration Number: | 3417168 | SUPERSTOCK |

CH \$490.00 2136650

| | | |
|----------------------|----------|------------------------------------|
| Registration Number: | 2041882 | FEATHERLITE |
| Registration Number: | 3266403 | MEDALIST |
| Serial Number: | 77521497 | YOUR LIFE. YOUR TRAILER. YOUR WAY. |
| Serial Number: | 77354406 | FEATHERLITE |
| Serial Number: | 77270595 | PERFECT FIT |

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, Featherlite, 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:

FEATHERLITE, INC., a Minnesota
corporation

By: Thomas W. Fray

Name: Thomas W. Fray

Title: Chairman and Chief
Executive Officer

[Signature Page to Assignment for Security – Trademarks (Featherlite, Inc.)]

TRADEMARK
REEL: 003922 FRAME: 0756

ACKNOWLEDGED AND AGREED:

COLLATERAL AGENT:

CP II UTC LLC, as Collateral Agent

By: Corporate Partners II Limited, its sole member

By: _____

Name:

Title:

Paul J. Zepf
Managing Principal

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

TRADEMARK
REEL: 003922 FRAME: 0757

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Owned by Featherlite, Inc.

| Trademark | Reg. No. | Reg. Date | Current Owner |
|--|-----------------|------------------|----------------------|
| FEATHERLITE (typed drawing); pocket knives, clocks, pens and letter openers, briefcases, travel bags, glassware, banners | 2,136,650 | 02/17/98 | Featherlite, Inc. |
| FEATHERLITE (typed drawing) | 1,647,382 | 06/11/91 | Featherlite, Inc. |
| FEATHERLITE (design plus words) | 2,154,533 | 05/05/98 | Featherlite, Inc. |
| FEATHERLITE (typed drawing) | 2,029,860 | 01/14/97 | Featherlite, Inc. |
| DRIVING SUCCESS (typed drawing); providing on-line newsletters | 2,736,438 | 07/15/03 | Featherlite, Inc. |
| FEATHERLITE STL (typed drawing) | 2,144,524 | 03/17/98 | Featherlite, Inc. |
| FEATHERLITE STL (design plus words) | 2,142,580 | 03/10/98 | Featherlite, Inc. |
| FEATHERLITE TRAILERS (design plus words) | 2,151,748 | 04/21/98 | Featherlite, Inc. |
| FEATHERLITE TRAILERS (design plus words) | 2,135,286 | 02/10/98 | Featherlite, Inc. |
| FEATHERLITE TRAILERS (design plus words) | 2,247,777 | 05/25/99 | Featherlite, Inc. |
| FEATHER (design only) | 2,151,747 | 04/21/98 | Featherlite, Inc. |
| FEATHERLITE (typed drawing) | 2,249,651 | 06/01/99 | Featherlite, Inc. |
| SAFE. SECURE. SMART. (typed drawing) | 2,854,250 | 06/15/04 | Featherlite, Inc. |
| FEATHERLITE | 2,136,650 | 02/17/98 | Featherlite, Inc. |
| SUPERSTOCK | 3,417,168 | 04/29/08 | Featherlite, Inc. |
| Featherlite | 2,041,882 | 3/4/97 | Featherlite, Inc. |
| MEDALIST | 3,266,403 | 7/17/07 | Featherlite, Inc. |
| Your Life, Your Trailer, Your Way | 77/521497 | 07/14/08 | Featherlite, Inc. |
| Featherlite | 77354406 | 12/18/07 | Featherlite, Inc. |
| PERFECT FIT | 77/270,595 | 09/04/07 | Featherlite, Inc. |