

**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:	JPMorgan Chase Bank, N.A.
Street Address:	1300 East Ninth Street
Internal Address:	13th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Bank: DISTRICT OF COLUMBIA

**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: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216-622-8200  
Email: ipdocket@calfee.com  
Correspondent Name: Carol A. Costanza  
Address Line 1: Calfee, Halter & Griswold LLP  
Address Line 2: 800 Superior Avenue, Suite 1400  
Address Line 4: Cleveland, OHIO 44114-2688

ATTORNEY DOCKET NUMBER:	32412/04000
NAME OF SUBMITTER:	Carol A. Costanza
Signature:	/cac/
Date:	01/29/2009

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 that certain Security Agreement, dated as of October 27, 2006 (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 JPMORGAN CHASE BANK, N.A., 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.

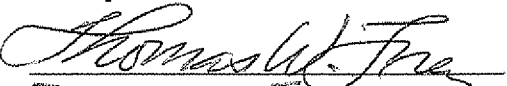
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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:   
Name: Thomas W. Fry  
Title: Chairman and Chief Executive Officer

ACKNOWLEDGED AND AGREED:

**COLLATERAL AGENT:**

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent

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

[Signature page to Assignment for Security--Trademarks]

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:**

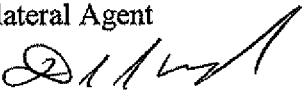
**HAULMARK INDUSTRIES, INC.,** a  
Delaware corporation

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

ACKNOWLEDGED AND AGREED:

**COLLATERAL AGENT:**

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent

By:   
Name: David J. Waugh  
Title: Vice President

[Signature page to Assignment for Security--Trademarks]

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.