

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Cargo, Inc.		10/01/2009	CORPORATION: INDIANA
Wells Industries, Inc.		10/01/2009	CORPORATION: UTAH
Wells Cargo, Inc.		10/01/2009	CORPORATION: ARIZONA
Wells Cargo (South), Inc.		10/01/2009	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Universal Trailer Holdings Corp.
Street Address:	11590 Century Boulevard, Suite 103
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2445650	AUTOSPORT
Registration Number:	1840450	AUTOWAGON
Registration Number:	1415769	CARGOWAGON
Registration Number:	1126815	COMPAC VAN
Registration Number:	1711542	CYCLEWAGON
Registration Number:	0902085	EXPRESS WAGON
Registration Number:	1074958	FUNWAGON
Registration Number:	1180050	MINI WAGON
Registration Number:	1821208	MOTORTRAC
Registration Number:	1180045	OFFICE WAGON
Registration Number:	2575910	ROAD FORCE
Registration Number:	1231797	SERVICE WAGON

CH \$465.00 2445650

900145353

TRADEMARK
REEL: 004078 FRAME: 0605

Registration Number:	2559151	TC TRECKER
Registration Number:	0902084	TOOL WAGON
Registration Number:	0885755	TOTE WAGON
Registration Number:	1415768	UTILITY WAGON
Registration Number:	1983329	WC
Registration Number:	0902086	WORK WAGON

CORRESPONDENCE DATA

Fax Number: (212)492-0083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123733083
Email: zhilden@paulweiss.com, hranucci@paulweiss.com
Correspondent Name: Zoe Hilden
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:	Zoe Hilden
Signature:	/Zoe Hilden/
Date:	10/15/2009

Total Attachments: 19
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INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT dated as of October 1, 2009 made by and between Wells Cargo, Inc., an Indiana corporation ("Parent"), Wells Industries, Inc., a Utah corporation ("Wells Industries"), Wells Cargo, Inc., an Arizona corporation ("Wells Cargo (AZ)") and Wells Cargo (South), Inc., an Indiana corporation ("Wells Cargo South" and together with Wells Cargo (AZ), Wells Industries and Parent, the "Assignors"), on the one hand, and Universal Trailer Holdings Corp., a Delaware corporation ("Assignee"), and Haulmark Industries, Inc., a Delaware corporation ("Designee"), on the other hand.

WHEREAS, pursuant to that certain Intellectual Property and Employee Agreement (the "IP Agreement"), dated as of the date hereof, by and among the Assignee, the Assignors and the Seller Stockholder, Assignors have agreed to assign to Assignee or its designee the Intellectual Property Assets, including the Assumed Contracts and the Assignable Permits (terms not defined herein shall have the meanings assigned to them in the IP Agreement);

WHEREAS, the Intellectual Property Assets include (i) the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks"); (ii) the issued patents and patent applications listed on Schedule 2 attached hereto (the "Patents"); (iii) the copyright registrations listed on Schedule 3 attached hereto (the "Copyrights") and (iv) the domain names listed on Schedule 4 attached hereto (the "Domain Names");

WHEREAS, pursuant to the IP Agreement, Assignee desires to acquire the Intellectual Property Assets, other than the Assumed Contracts and the Assignable Permits, including the Marks, the Patents, the Copyrights and the Domain Names and any and all goodwill associated with the foregoing; and

WHEREAS, pursuant to the IP Agreement, Assignee has designated the Designee to acquire the Assumed Contracts and the Assignable Permits.

NOW, THEREFORE, each Assignor, for and in consideration of the IP Closing Payment, and other good and valuable consideration as set forth in the IP Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, free and clear of all Liens, all of such Assignor's right, title, benefit and interest in and to the Intellectual Property Assets, other than the Assumed Contracts and the Assignable Permits, including without limitation all of Assignor's right, title, and interest in and to each of the Marks, the Patents, the Copyrights and the Domain Names, along with the following:

- (a) the goodwill of the business symbolized by and associated with the Marks, the Patents, the Copyrights and the Domain Names;
- (b) that portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an

Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and

- (c) all rights to proceeds of the Marks, the Patents, the Copyrights and the Domain Names, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks, the Patents, the Copyrights and the Domain Names.

FURTHERMORE, each Assignor, for and in consideration of the IP Closing Payment, and other good and valuable consideration as set forth in the IP Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Designee, its successors and assigns, forever, free and clear of all Liens, all of such Assignor's right, title, benefit and interest in and to the Assumed Contracts and the Assignable Permits.

1. Each Assignor covenants and agrees that, at any time and from time to time, it will, upon the request of the Assignee or the Designee, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee or the Designee, or for aiding and assisting in the collection of or reducing to possession by the Assignee or the Designee of, any of the Intellectual Property Assets, as applicable.

2. Each Assignor covenants with the Assignee and the Designee that it will warrant and defend the Intellectual Property Assets against all and every person or persons whomsoever lawfully claiming title to the said Intellectual Property Assets or any part thereof.

3. The provisions hereof shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the Assignors, the Assignee and the Designee.

4. This Intellectual Property Assignment may be executed by facsimile or in one or more counterparts, each of which will be deemed to be an original copy of this Intellectual Property Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

5. This Intellectual Property Assignment is delivered pursuant to the IP Agreement, and the provisions of this Intellectual Property Assignment and the transfer of the property hereunder are made subject to the terms and provisions of the IP Agreement.

6. This Intellectual Property Assignment may not be amended, supplemented or otherwise modified except in a written document executed by the party against whose interest the modification will operate.

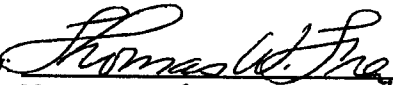
7. This Intellectual Property Assignment shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment as of the date first above written.

ASSIGNEE:

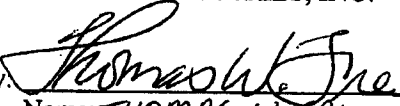
UNIVERSAL TRAILER HOLDINGS
CORP.

By: 
Name: THOMAS W. FREY
Title: PRESIDENT, CEO

Signature Page to IP Assignment

DESIGNEE:

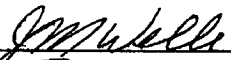
HAULMARK INDUSTRIES, INC.

By: 
Name: THOMAS W. FREY
Title: CHAIRMAN / CEO

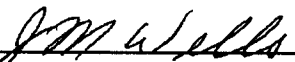
Signature Page to IP Assignment

ASSIGNORS:


WELLS CARGO, INC.

By: 
Name: JEFFREY M. WELLS
Title: PRESIDENT


WELLS INDUSTRIES, INC.

By: 
Name: JEFFREY M. WELLS
Title: PRESIDENT

WELLS CARGO, INC. (AZ)

By: 
Name: JEFFREY M. WELLS
Title: PRESIDENT

WELLS CARGO (SOUTH), INC.

By: 
Name: JEFFREY M. WELLS
Title: PRESIDENT

SCHEDULE 1

TRADEMARKS

1. Trademark: AUTOSPORT
Owner: Wells Cargo, Inc.
Application No.: 75/706273
Application Date: May 14, 1999
Registration No.: 2445650
Publication Date: February 22, 2000
Registration Date: April 24, 2001
Country: U.S.
Status: Registered
Class: 12
Goods: Cargo Trailers
Renewal Date: April 24, 2011

2. Trademark: AUTOWAGON
Owner: Wells Cargo, Inc.
Application No.: 0557998
Application Date: February 24, 1986
Registration No.: 328983
Publication Date: July 30, 1986
Registration Date: June 18, 1987
Country: Canada¹
Status: Registered
Goods: Trailer Vans
Renewal Date: June 19, 2017

3. Trademark: AUTOWAGON
Owner: Wells Cargo, Inc.
Application No.: 74427343
Application Date: August 20, 1993
Registration No.: 1840450
Publication Date: March 29, 1994
Registration Date: June 21, 1994
Country: U.S.
Status: Registered
Class: 12
Goods: Trailer Vans
Renewal Date: June 21, 2014

¹ Canada does not follow the international classification system, and hence there are no classifications in Canada's register.

4. Trademark: CARGOWAGON
Owner: Wells Cargo, Inc.
Application No.: 590890
Application Date: March 31, 1986
Registration No.: 1415769
Publication Date: August 12, 1986
Registration Date: November 4, 1986
Country: U.S.
Status: Registered
Class: 12
Goods: Trailer Vans
Renewal Date: November 4, 2016
5. Trademark: COMPAC VAN DESIGN
Owner: Wells Cargo, Inc.
Application No.: 0557997
Application Date: February 24, 1986
Registration No.: 328982
Publication Date: July 30, 1986
Registration Date: June 19, 1987
Country: Canada
Status: Registered
Goods: Fifth Wheel Cargo Trailers
Renewal Date: June 19, 2017
6. Trademark: COMPACVAN
Owner: Wells Cargo, Inc.
Application No.: 73/071596
Application Date: December 12, 1975
Registration No.: 1126815
Publication Date: October 16, 1978
Registration Date: November 20, 1979
Country: U.S.
Status: Registered
Class: 12
Goods: Fifth Wheel Cargo Trailers
Renewal Date: November 20, 2009
7. Trademark: CYCLEWAGON
Owner: Wells Cargo, Inc.
Application No.: 74/225962
Application Date: November 27, 1991
Registration No.: 17112542
Publication Date: June 9, 1992
Registration Date: September 1, 1992

- Country: U.S.
 Status: Registered
 Class: 12
 Goods: Trailer Vans For Use With Land Motor Vehicles
 Renewal Date: September 1, 2012
8. Trademark: EXPRESS WAGON
 Owner: Wells Cargo, Inc.
 Application No.: 0387895
 Application Date: July 16, 1975
 Registration No.: tma227123
 Registration Date: April 7, 1978
 Country: Canada
 Status: Registered
 Goods: Trailer Vans
 Renewal Date: April 7, 2023
9. Trademark: EXPRESS WAGON
 Owner: Wells Cargo, Inc.
 Registration No.: 5007-0064
 Registration Date: May 19, 1967
 State: Indiana
 Status: Registered
 Class: 12
 Goods: Freight Hauling
 Renewal Date: May 14, 2012
10. Trademark: EXPRESS WAGON
 Owner: Wells Cargo, Inc.
 Application No.: 72/333466
 Application Date: July 24, 1969
 Registration No.: 902085
 Publication Date: August 25, 1970
 Registration Date: November 10, 1970
 Country: U.S.
 Status: Registered
 Class: 12
 Goods: Trailer Vans
 Renewal Date: November 10, 2010
11. Trademark: FUN WAGON DESIGN
 Owner: Wells Cargo, Inc.
 Application No.: 0557996
 Application Date: February 24, 1986
 Registration No.: 329557
 Publication Date: August 6, 1986

- Registration Date: July 3, 1987
Country: Canada
Status: Registered
Goods: Trailers
Renewal Date: July 3, 2017
12. Trademark: FUNWAGON
Owner: Wells Cargo, Inc.
Application No.: 113058
Application Date: January 18, 1977
Registration No.: 1074958
Publication Date: July 19, 1977
Registration Date: October 11, 1977
Country: U.S.
Status: Registered
Class: 12
Goods: Trailer
Renewal Date: October 11, 2017
13. Trademark: MINI WAGON
Owner: Wells Cargo, Inc.
Application No.: 0557999
Application Date: February 24, 1986
Registration No.: tma331632
Publication Date: October 29, 1986
Registration Date: September 4, 1987
Country: Canada
Status: Registered
Goods: Trailer Vans
Renewal Date: September 4, 2017
14. Trademark: MINI WAGON
Owner: Wells Cargo, Inc.
Application No.: 73/291886
Application Date: January 5, 1981
Registration No.: 1180050
Publication Date: September 8, 1981
Registration Date: December 1, 1981
Country: U.S.
Status: Registered
Class: 12
Goods: Trailer Vans
Renewal Date: December 1, 2011
15. Trademark: MOTORTRAC
Owner: Wells Cargo, Inc.

- Application No.: 74/402179
 Application Date: June 16, 1993
 Registration No.: 1821208
 Registration Date: February 15, 1994
 Country: U.S.
 Status: Registered
 Class: 12
 Goods: Trailer Vans
 Renewal Date: February 14, 2014
16. Trademark: OFFICE WAGON
 Owner: Wells Cargo, Inc.
 Application No.: 0557993
 Application Date: February 24, 1986
 Registration No.: tma332683
 Publication Date: January 7, 1987
 Registration Date: October 2, 1987
 Country: Canada
 Status: Registered
 Goods: Trailer Vans
 Renewal Date: October 2, 2017
17. Trademark: OFFICE WAGON
 Owner: Wells Cargo, Inc.
 Application No.: 274127
 Application Date: August 14, 1980
 Registration No.: 1180045
 Publication Date: September 8, 1981
 Registration Date: December 1, 1981
 Country: U.S.
 Status: Registered
 Class: 12
 Goods: Trailer Vans
 Renewal Date: December 1, 2011
18. Trademark: ROAD FORCE
 Owner: Wells Cargo, Inc.
 Application No.: 1106521
 Application Date: June 15, 2001
 Registration No.: 583154
 Publication Date: December 11, 2002
 Registration Date: June 5, 2003
 Country: Canada
 Status: Registered
 Goods: Cargo Trailers
 Renewal Date: June 5, 2018

19. Trademark: ROAD FORCE
Owner: Wells Cargo, Inc.
Application No.: 498935
Application Date: July 30, 2001
Registration No.: 498935
Country: Mexico
Status: Registered
Class: 12
Goods: Cargo Trailers
Renewal Date: July 30, 2011
20. Trademark: ROAD FORCE
Owner: Wells Cargo, Inc.
Application No.: 76/255713
Application Date: May 11, 2001
Registration No.: 2575910
Publication Date: March 12, 2002
Registration Date: June 4, 2002
Country: U.S.
Status: Registered
Class: 12
Goods: Cargo Trailers
Renewal Date: June 4, 2012
21. Trademark: SERVICE WAGON
Owner: Wells Cargo, Inc.
Application No.: 0557995
Application Date: February 24, 1986
Registration No.: 328981
Publication Date: July 30, 1986
Registration Date: June 19, 1987
Country: Canada
Status: Registered
Goods: Trailer Vans
Renewal Date: June 19, 2017
22. Trademark: SERVICE WAGON
Owner: Wells Cargo, Inc.
Application No.: 73/275389
Application Date: August 22, 1980
Registration No.: 1231797
Publication Date: December 28, 1982
Registration Date: March 22, 1983
Country: U.S.
Status: Registered

- Class: 12
Goods: Trailer Vans
Renewal Date: March 22, 2013
23. Trademark: TC TRECKER
Owner: Wells Cargo, Inc.
Application No.: 1085463
Application Date: December 7, 2000
Registration No.: 581413
Publication Date: November 13, 2002
Registration Date: May 13, 2003
Country: Canada
Status: Registered
Goods: Cargo Trailers
Renewal Date: May 13, 2018
24. Trademark: TC TRECKER
Owner: Wells Cargo, Inc.
Application No.: 75/455173
Application Date: March 23, 2998
Registration No.: 2559151
Publication Date: March 23, 1999
Registration Date: April 9, 2002
Country: U.S.
Status: Registered
Class: 12
Goods: Cargo Trailers
Renewal Date: April 9, 2012
25. Trademark: TOOL WAGON
Owner: Wells Cargo, Inc.
Registration No.: 5007-0062
Registration date: May 19, 1967
State: Indiana
Status: Registered
Class: 12
Goods: Tool Wagon-Used By Contractors for Tool Hauling and Storage
Renewal Date: May 14, 2012
26. Trademark: TOOL WAGON
Owner: Wells Cargo, Inc.
Application No.: 333465
Application Date: July 24, 1969
Registration No.: 902084
Publication Date: August 25, 1970
Registration Date: November 10, 1970

- | | | |
|-----|--------------------|-------------------|
| | Country: | U.S. |
| | Status: | Registered |
| | Class: | 12 |
| | Goods: | Trailer Vans |
| | Renewal Date: | November 10, 2010 |
| 27. | Trademark: | TOTE WAGON |
| | Owner: | Wells Cargo, Inc. |
| | Application No.: | 055799 |
| | Application Date: | February 24, 1986 |
| | Registration No.: | 329556 |
| | Publication Date: | August 6, 1986 |
| | Registration Date: | July 3, 1987 |
| | Country: | Canada |
| | Status: | Registered |
| | Goods: | Trailer Vans |
| | Renewal Date: | July 3, 2017 |
| 28. | Trademark: | TOTE WAGON |
| | Owner: | Wells Cargo, Inc. |
| | Application No.: | 308832 |
| | Application Date: | October 3, 1968 |
| | Registration No.: | 885755 |
| | Publication Date: | November 25, 1969 |
| | Registration Date: | February 10, 1970 |
| | Country: | U.S. |
| | Status: | Registered |
| | Class: | 12 |
| | Goods: | Trailer Vans |
| | Renewal Date: | February 10, 2010 |
| 29. | Trademark: | UTILITY WAGON |
| | Owner: | Wells Cargo, Inc. |
| | Application No.: | 590826 |
| | Application Date: | March 31, 1986 |
| | Registration No.: | 1415768 |
| | Publication Date: | August 12, 1986 |
| | Registration Date: | November 4, 1986 |
| | Country: | U.S. |
| | Status: | Registered |
| | Class: | 12 |
| | Goods: | Trailer Vans |
| | Renewal Date: | November 4, 2016 |
| 30. | Trademark: | WC LOGO |
| | Owner: | Wells Cargo, Inc. |

Application No.: 74/517533
Application Date: April 26, 1994
Registration No.: 1983329
Publication Date: August 1, 1995
Registration Date: July 2, 1996
Country: U.S.
Status: Registered
Class: 12

Goods: Trailer vans and accessories therefor, namely general purpose utility racks for use on the roof of a trailer van

Renewal Date: July 2, 2016

31. Trademark: WELLS CARGO
Owner: Wells Cargo, Inc.
Application No.: 0389089
Application Date: August 18, 1975
Registration No.: 251796
Registration Date: October 24, 1980
Country: Canada
Status: Registered
Goods: Trailers, Semi-Trailers and Flat Beds
Renewal Date: October 24, 2010

32. Trademark: WELLS CARGO
Owner: Wells Cargo, Inc.
Registration No.: 5004-0244
Registration Date: December 9 1986
State: Indiana
Status: Registered
Class: 19
Goods: Trailer and Concession Units
Renewal Date: November 21, 2011

33. Trademark: WORK WAGON
Owner: Wells Cargo, Inc.
Application No.: 0387899
Application Date: July 16, 1975
Registration No.: 227124
Registration Date: April 7, 1978
Country: Canada
Status: Registered
Goods: Trailer Vans, Portable Storage Offices and Mobile Tool Storage Vans.
Renewal Date: April 7, 2023

34. Trademark: WORK WAGON
Owner: Wells Cargo, Inc.

Registration No.: 5007-0063
Registration Date: May 19, 1967
State: Indiana
Status: Registered
Class: 12
Goods: Equipment and Material Storage
Renewal Date: May 14, 2012

35. Trademark: WORK WAGON
Owner: Wells Cargo, Inc.
Application No.: 333467
Application Date: July 24, 1969
Registration No.: 902086
Publication Date: August 25, 1970
Registration Date: November 10, 1970
Country: U.S.
Status: Registered
Class: 12
Goods: Trailer Vans, Portable Offices and Mobile Tool Storage Vans
Renewal Date: November 10, 2010

SCHEDULE 2

PATENTS

1. Patent Title: CARGO DOOR HOLD BACK
Owner: Wells Cargo, Inc.
Country: U.S.A.
Case Type: ORD
Status: Issued
Application No.: 744936
Patent No.: 5273326
Application Date: August 14, 1991
Issuance Date: December 28, 1993

2. Patent Title: FLEXIBLE MOUNT SYSTEM
Owner: Wells Cargo, Inc.
Country: U.S.A.
Case Type: ORD
Status: Issued
Application No.: 09/910112
Patent No.: 6663159
Application Date: July 20, 2001
Issuance Date: December 16, 2003
Next Actions: Tax (7.5) – June 16, 2011
Tax (11.5) – June 16, 2015

3. Patent Title: INDEPENDENT ADJUSTABLE AXLE SUSPENSION SYSTEM
Owner: Wells Cargo, Inc.
Country: U.S.A.
Case Type: ORD
Status: Pending
Application No.: 11/933746
Application Date: November 1, 2007

SCHEDULE 3

COPYRIGHTS

None.

SCHEDULE 4
DOMAIN NAMES

1. www.wellscargo.com
2. www.wellscargoinc.com
3. www.wellscargosouth.com
4. www.wellscargotrailers.com
5. www.wellsindustries.com
6. www.wellscargosucks.com
7. www.tctrecker.com
8. www.roadforcetrailers.com
9. www.silversporttrailers.com
10. www.motortrac.com