

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Short Form Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pace American Enterprises, Inc.		06/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Pace American Finance, LLC
Street Address:	5200 Town Center Circle
Internal Address:	Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	78359467	AEROSPORT
Serial Number:	78359272	BIGFOOT
Serial Number:	77622270	CARGO EXPRESS
Serial Number:	78945340	CARGO EXPRESS WORLD CLASS TRAILERS
Serial Number:	78945361	CARGO EXPRESS WORLD CLASS TRAILERS
Serial Number:	75467829	CARGOSPORT
Serial Number:	75467828	CONQUEST
Serial Number:	77075338	DAYTONA
Serial Number:	78359887	EXPLORER
Serial Number:	78148677	HAMMER
Serial Number:	78359668	JOURNEY
Serial Number:	76289029	LEGACY
Serial Number:	78923571	MIDWAY

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Serial Number:	76507087	OPTIMA
Serial Number:	76545877	OPTIMA
Serial Number:	78148683	OUTBACK
Serial Number:	74006236	P
Serial Number:	74006317	PACE AMERICAN
Serial Number:	77279377	PRO SERIES
Serial Number:	76277872	PURSUIT
Serial Number:	75084036	RALLYE
Serial Number:	78359569	SHADOW
Serial Number:	76296784	SUMMIT
Serial Number:	75642847	TRACKSIDE SERVICE
Serial Number:	76274429	UNIROOF
Serial Number:	75467838	WORKSPORT
Serial Number:	78952599	XL SERIES

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-2000
Email: christine.casey@kirkland.com, edie.bowman@kirkland.com
Correspondent Name: c/o Kirkland & Ellis LLP
Address Line 1: 300 N. LaSalle Street, 28th Floor
Address Line 2: c/o Christine Casey
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38233-460 CAC
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	07/02/2010

Total Attachments: 6

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SUBORDINATION AGREEMENT”), DATED AS OF JUNE 25, 2010, BY AND AMONG SUN PACE AMERICAN FINANCE, LLC, PACE AMERICAN ENTERPRISES, INC., A DELAWARE CORPORATION (“BORROWER”), PACE AMERICAN INTERMEDIATE HOLDING CORP., AND THE PRIVATEBANK AND TRUST COMPANY (“BANK”), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWER PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF JUNE 25, 2010 BETWEEN BORROWER AND BANK, AS SUCH LOAN AND SECURITY AGREEMENT MAY BE AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 25th day of June, 2010 by PACE AMERICAN ENTERPRISES, INC., a Delaware corporation (“**Grantor**”), in favor of SUN PACE AMERICAN FINANCE, LLC, a Delaware limited liability company (“**Grantee**”).

W I T N E S S E T H

WHEREAS, Grantor and Grantee have entered into a Senior Subordinated Secured Promissory Note dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Note**”), pursuant to which Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of a certain Trademark Security Agreement dated as of the date hereof by Grantor in favor of Grantee (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee a security interest and lien upon all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement including registrations and applications therefor), together with the goodwill of the business associated with Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of the Note and Security Agreement. The Note and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have

the respective meanings ascribed to such terms in the Security Agreement. In the event of a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt and complete payment and performance of the Obligations (as defined in the Note), Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the grant of a lien on and security interest as provided herein shall not extend to applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

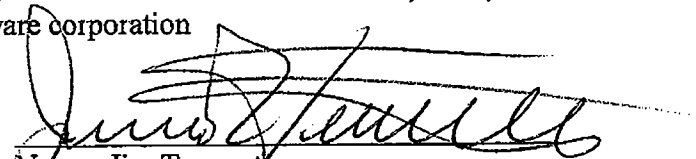
Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

PACE AMERICAN ENTERPRISES, INC., a
Delaware corporation

By:



Name: Jim Tennant

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

SUN PACE AMERICAN FINANCE, LLC

By:

Name: Michael J. McConvery

Title: Vice President and Assistant Secretary

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

PACE AMERICAN ENTERPRISES, INC., a
Delaware corporation

By: _____

Name: Jim Tennant

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

SUN PACE AMERICAN FINANCE, LLC

By: _____

Name: Michael J. McConvery

Title: Vice President and Assistant Secretary

SCHEDULE A

COUNTRY	TRADEMARK	Serial No./Date	Reg. No./Date
US	AEROSPORT	78359467 1/29/2004	2962359 6/14/2005
US	BIGFOOT	78359272 1/29/2004	
US	CARGO EXPRESS	77622270 11/26/2008	3732560 12/29/2009
US	CARGO EXPRESS WORLD CLASS TRAILERS	78945340 8/4/2006	3692631 10/6/2009
US	CARGO EXPRESS WORLD CLASS TRAILERS	78945361 8/4/2006	3696010 10/13/2009
US	CARGOSPORT	75467829 4/14/1998	2360684 6/20/2000
US	CONQUEST	75467828 4/14/1998	2358335 6/13/2000
US	DAYTONA	77075338 1/3/2007	
US	EXPLORER	78359887 1/30/2004	3279292 8/14/2007
US	HAMMER	78148677 7/30/2002	2921456 1/25/2005
US	JOURNEY	78359668 1/29/2004	3771565 4/6/2010
US	LEGACY	76289029 7/20/2001	2815411 2/17/2004
US	MIDWAY	78923571 7/6/2006	3342028 11/20/2007
US	OPTIMA	76507087 4/3/2003	2846264 5/25/2004
US	OPTIMA	76545877 9/22/2003	3038966 1/10/2006
US	OUTBACK	78148683 7/30/2002	3344931 11/27/2007
US	P	74006236 11/30/1999	1604521 7/3/1990
US	PACE AMERICAN	74006317 11/20/1989	1604522 7/3/1990
US	PRO SERIES	77279377 9/14/2007	3448400 6/17/2008
US	PURSUIT	76277872 6/28/2001	3325053 10/30/2007
US	RALLYE	75084036 4/4/1996	2059074 5/6/1997
US	SHADOW	78359569 1/29/2004	3102978 6/13/2006
US	SUMMIT	76296784 8/7/2001	2765081 9/16/2003
US	TRACKSIDE SERVICE	75642847 2/18/1999	2404815 11/14/2000
US	UNIROOF	76274429 6/20/2001	2848057 6/1/2004
US	WORKSPORT	75467838 4/14/1998	2379922 8/22/2000

COUNTRY	TRADEMARK	Serial No./Date	Reg. No./Date
US	XL SERIES	78952599 8/15/2006	3352407 12/11/2007