

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pace American, Inc. | | 06/25/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Pace American Enterprises, Inc. | | |
| Street Address: | 2223 Lakeside Drive | | |
| City: | Bannockburn | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60015-1265 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77776305 | TRAX TRAILERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)862-2200 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-862-2000 | | |
| Email: | christine.casey@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: | 07/19/2010 | | |

CH \$40.00 77776305

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of June 25, 2010 ("Effective Date") by and between Pace American, Inc., a Delaware corporation ("Assignor"), and Pace American Enterprises, Inc., a Delaware corporation, with its principal office at 2223 Lakeside Drive, Bannockburn, Illinois 60015-1265, ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code dated June 18, 2010 (the "Agreement") by and among The PrivateBank and Trust Company (the "Secured Party"), Assignee and Assignor, and each other party identified in the Agreement; and

WHEREAS, pursuant to the Agreement, the Secured Party is selling (with the acknowledgement and consent of Assignor) all of Assignor's United States trademark registrations set forth on the Schedule attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks (and Secured Party hereby acknowledges and consents to the transfer of the Marks by the Assignor to Assignee), including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

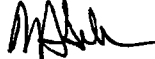
Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, testimony, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee and at Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

PACE AMERICAN, INC.

By: 

Name: Michael Silverman

Title: Chief Restructuring Officer

PACE AMERICAN ENTERPRISES, INC.

By: _____

Name: Peter Y. Lee

Title: Vice President and Assistant Secretary

Accepted and Acknowledged:

**THE PRIVATE BANK AND TRUST
COMPANY**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

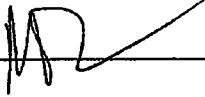
PACE AMERICAN, INC.

By: _____

Name: _____

Title: _____

PACE AMERICAN ENTERPRISES, INC.

By:  _____

Name: Peter Y. Lee

Title: Vice President and Assistant Secretary

Accepted and Acknowledged:

**THE PRIVATE BANK AND TRUST
COMPANY**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

PACE AMERICAN, INC.

PACE AMERICAN ENTERPRISES, INC.

By: _____

By: _____

Name: _____

Name: Peter Y. Lee

Title: _____

Title: Vice President and Assistant Secretary

Accepted and Acknowledged:

THE PRIVATE BANK AND TRUST
COMPANY

By: *[Signature]*

Name: *M. Rasky*

Title: *MD*

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 | TRAX TRAILERS | 77776305 | |

| COUNTRY | TRADEMARK | Serial No./Date | Reg. No./Date |
|---------|-----------|-----------------------|-----------------------|
| | | 7/8/2009 | |
| US | UNIROOF | 76274429 6/20/2001 | 2848057 6/1/2004 |
| US | WORKSPORT | 75467838 4/14/1998 | 2379922 8/22/2000 |
| US | XL SERIES | 78952599 8/15/2006 | 3352407 12/11/2007 |