

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 |
| Reliance Trailer Co., LLC | | 07/08/2010 | LIMITED LIABILITY COMPANY: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Cozad Trailer Sales, LLC | | |
| Street Address: | 4907 E. Waterloo Road | | |
| City: | Stockton | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95215 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2578223 | STURDYWELD | |
| Registration Number: | 1975651 | ALLOY | |
| Registration Number: | 2045711 | COMET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (559)432-6872 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 559-432-6847 | | |
| Email: | sherrie.flynn@fortneylaw.com | | |
| Correspondent Name: | Sherrie M. Flynn | | |
| Address Line 1: | 215 W. Fallbrook, Suite 203 | | |
| Address Line 4: | Fresno, CALIFORNIA 93711 | | |
| ATTORNEY DOCKET NUMBER: | COZAD | | |
| NAME OF SUBMITTER: | Sherrie M. Flynn | | |

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| Signature: | /Sherrie M. Flynn/ |
| Date: | 07/23/2010 |
| Total Attachments: 3 source=Cozad - Assignment Reliance to Sterling Executed#page1.tif source=Cozad - Assignment Reliance to Sterling Executed#page2.tif source=Cozad - Assignment Reliance to Sterling Executed#page3.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of July 8, 2010, by and between Reliance Trailer Co., LLC, a Washington limited liability company, having a place of business at A/A ("Assignor") and Sterling Savings Bank, a commercial bank, having a place of business located at 111 North Wall Street, Spokane, Washington 99201 ("Assignee").

RECITALS:

- A. Assignor was the owner and/or title holder of the "STURDYWELD" trademark, U.S. Patent and Trademark Office ("USPTO") Registration No. 2578223, registered June 11, 2002, the "ALLOY" trademark, USPTO Registration No. 1975651, registered May 28, 1996, and the "COMET" trademark, USPTO Registration No. 2045711, registered March 18, 1997 (thereafter cancelled) (collectively, the "Marks").
- B. Assignor is the assignee of record at the USPTO of the "COMET" trademark by virtue of an Assignment of the entire interest in the "COMET" trademark dated on or about October 15, 1998, from Alloy Trailers, Inc., and recorded with the USPTO.
- C. Assignor is the assignee of record at the USPTO of the "ALLOY" trademark by virtue of an Assignment of the entire interest in the "ALLOY" trademark dated on or about May 21, 2001, from Alloy Trailers, Inc., and recorded with the USPTO.
- D. Assignor is the assignee of record at the USPTO of the "STURDYWELD" trademark by virtue of an Assignment of the entire interest in the "STURDYWELD" trademark dated on or about September 21, 2007, from Reliance Trailer Manufacturing, and recorded with the USPTO.
- E. On or about April 20, 2009, Assignor filed a bankruptcy proceeding in the U.S. Bankruptcy Court for the Northern District of California, Bankruptcy Petition No.: 09-11071 (the "Bankruptcy").
- F. In the Bankruptcy, Schedule B - Personal Property ("Schedule B") listed the "STURDYWELD," "ALLOY," and "COMET" trademarks as personal property of Reliance Trailer Co., LLC.
- G. On or about February 4, 2010, the Bankruptcy Court issued an order giving Assignee the right to proceed to enforce its rights as a secured creditor of Assignor, which rights are evidenced by various contracts between Assignor and Assignee, including the Commercial Security Agreement, two Promissory Notes, and the Business Loan Agreement (Asset Based), all of which are dated February 7, 2007.

H. This Assignment is entered into for the purpose of transferring all of Assignor's rights in the Marks to Assignee.

1. ASSIGNMENT:

- 1.1 For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title, and interest in and to the Marks, to be held and enjoyed by Assignee, for its own use and benefit, and by Assignee's successors and assigns for their own use and benefit, for the full duration of the terms for which trademark rights may be granted in the U.S. or any other country, and any extensions and/or renewals thereof.
- 1.2 The right of Assignor to enforce any of the Marks against infringement thereof and keep any recovered damages or costs expires no later than the date of execution of this Assignment.
- 1.3 Assignee shall have sole discretion and responsibility for registration and/or renewal of registration, and for maintenance of the Marks, and for payment of any and all USPTO fees that become due and/or payable after the date of execution of this Assignment.
- 1.4 Assignor agrees that, when requested to carry out in good faith the intent and purpose of this Assignment, Assignor will execute all rightful oaths, assignments, powers of attorney and other papers; testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said Marks and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper trademark protection for said Marks and for vesting title to said Marks in said Assignee, its successors, assigns, or legal representatives.

2. REPRESENTATIONS AND WARRANTIES:


- 2.1 Assignor represents and warrants to Assignee, its successors, assigns, or legal representatives that there are no encumbrances on the Marks, no licenses of any kind have been granted to any third party under the Marks, and full right to convey the Marks as herein expressed is possessed by Assignor. Encumbrances shall include, but not be limited to, mortgages, deeds of trust, liens, pledges, restrictions, covenants, liabilities, hypothecations, assignments, and security interests.

- 2.2. Assignor represents and warrants that it has not entered, and shall not enter, into any agreement with any third party that is in conflict with the rights granted to Assignee under this Assignment, and has not taken and shall not take any action that would in any way prevent it from granting the rights granted to Assignee under this Assignment, or that would otherwise materially conflict with or adversely affect the rights granted to Assignee under this Assignment. Its performance and execution of this Assignment does not and will not result in a breach of any other contract to which Assignor is a party.

- 2.3. Assignor represents and warrants that it has no knowledge of any action, suit, proceeding or investigation by any third party or by any governmental agency or body, actual or threatened, that questions the validity of this Assignment or Assignor's right or ability to assign or transfer to Assignee all of Assignor's worldwide rights, title, and interest in and to the Marks.

IN WITNESS WHEREOF, executed by the Assignor's undersigned representative on the date following the undersigned's name.

For Reliance Trailer Co., LLC:

By:  Date: July 8, 2010
Name: Brian S. Living Title: CEO