

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
The Reading Group, LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
Reading Truck Body, LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
ABC Distribution, LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
Reading Equipment & Distribution, LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3179553	EXTEND-A-SHELF
Registration Number:	1577286	READING
Registration Number:	1581060	
Registration Number:	1619748	ALUMA-FILL
Registration Number:	1903446	LATCH-MATIC
Registration Number:	2090085	ALUMA-CHOCK
Registration Number:	2149770	GRIP N' GLIDE
Registration Number:	2244552	READING

900180971

**TRADEMARK
 REEL: 004450 FRAME: 0689**

CH \$415.00 3179553

Registration Number:	2470131	REDI-DEK
Registration Number:	2498430	SPACEMAKER
Registration Number:	2687240	DUAL-PRO
Registration Number:	2947834	STEEL FORCE
Registration Number:	3705908	ADJUST-A-SHELF
Registration Number:	3705907	SURE-LOCK
Registration Number:	3409012	ABC AMERICA'S BODY CO.
Registration Number:	3161871	RUGGED AMERICAN

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	638281
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/11/2011

Total Attachments: 13

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of this 23rd day of December, 2010 by THE READING GROUP, LLC, a Delaware limited liability company ("Reading Group"), READING TRUCK BODY, LLC, a Delaware limited liability company ("Reading Truck"), ABC DISTRIBUTION, LLC, a Delaware limited liability company ("ABC"), and READING EQUIPMENT & DISTRIBUTION, LLC, a Delaware limited liability company ("Reading Equipment", Reading Group, Reading Truck, ABC and each Person joined hereto as a borrower from time to time, collectively, the "Grantors", and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent ("Agent") for the Lenders (as defined below).

WITNESSETH

WHEREAS, Grantors have entered into that certain Revolving Credit and Security Agreement with Agent, as administrative agent and collateral agent for Lenders and as a Lender, and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement;

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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), 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 Trademark; and

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


3. Covenants. Each Grantor agrees not to sell or grant any exclusive license in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.


THE READING GROUP, LLC

By: 
Mark Robinson, Chief Executive
Officer


READING TRUCK BODY, LLC

By: 
Mark Robinson, Chief Executive
Officer

ABC DISTRIBUTION, LLC

By: 
Mark Robinson, Chief Executive
Officer

**READING EQUIPMENT &
DISTRIBUTION, LLC**

By: 
Mark Robinson, Chief Executive
Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: _____
Diane M. Shaak, Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

THE READING GROUP, LLC

By: _____
Mark Robinson, Chief Executive
Officer

READING TRUCK BODY, LLC

By: _____
Mark Robinson, Chief Executive
Officer

ABC DISTRIBUTION, LLC


By: _____
Mark Robinson, Chief Executive
Officer

**READING EQUIPMENT &
DISTRIBUTION, LLC**

By: _____
Mark Robinson, Chief Executive
Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: 
Diane M. Shaak, Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

Patents

Title	Serial Number	Patent Number	Filing Date	Issue Date	Expiration Date	Owner
Vehicle Body Hinge	11246316	7350273	10/7/2005	4/1/2008	4/1/2008	Reading Truck Body, LLC
Punch Press Die	29218670	D516103	12/6/2004	2/28/2006	12/6/2024	Reading Truck Body, LLC
Truck Body	29056178	D382834	6/25/1996	8/26/1997	6/25/2016	Reading Truck Body, LLC
Truck Body	8803268	5826931	2/20/1997	10/27/1998	2/20/2017	Reading Truck Body, LLC
Pair of Truck Body Side Panels	29056179	D388756	6/25/1996	1/6/1998	6/25/2016	Reading Truck Body, LLC
Chock Block Holder for Installation in Truck Bodies	8844286	5941589	4/18/1997	8/24/1999	4/18/2017	Reading Truck Body, LLC
Pick-Up Truck Cap	29117115	D431225	1/17/2000	9/26/2000	1/17/2020	Reading Truck Body, LLC
Door assembly including a rubber seal and a mechanical stop and seal	20020134023		3/23/2001		3/23/2021	Reading Truck Body, LLC
Composite Stake Racks for Flatbed Truck Body		12/522,676	1/9/2008	1/9/2008	1/9/2028	ABC Distribution, LLC

Trademarks

Title	Application Number	Registration Number	Issue Date	Next Upcoming Renewal Date	Owner
EXTEND-A-SHELF	78626777	3179553	12/5/2006	12/5/2012	Reading Truck Body, LLC
READING	73777938	1577286	1/16/1990	1/16/2020	Reading Truck Body, LLC
(Kangaroo design)	73780395	1581060	2/6/1990	2/6/2020	Reading Truck Body, LLC
ALUMA-FILL	73839000	1619748	10/30/1990	10/30/2020	Reading Truck Body, LLC
LATCH-MATIC	74436164	1903446	7/4/1995	7/4/2015	Reading Truck Body, LLC
ALUMA-CHOCK	75081413	2090085	8/19/1997	8/19/2017	Reading Truck Body, LLC
GRIP N' GLIDE	75145956	2149770	4/7/1998	4/7/2018	Reading Truck Body, LLC
READING	75441274	2244552	5/11/1999	5/11/2019	Reading Truck Body, LLC
REDI-DEK	75575077	2470131	7/17/2001	7/17/2011	Reading Truck Body, LLC
SPACEMAKER	76199801	2498430	10/16/2001	10/16/2011	Reading Truck Body, LLC
DUAL-PRO	76214485	2687240	2/11/2003	2/11/2013	Reading Truck Body, LLC
STEEL FORCE	78336522	2947834	5/10/2005	5/10/2011	Reading Truck Body, LLC
ADJUST-A-SHELF	77289833	3705908	11/3/2009	11/3/2015	ABC Distribution, LLC
SURE-LOCK	77289551	3705907	11/3/2009	11/3/2015	ABC Distribution, LLC
ABC AMERICA'S BODY CO.	78684453	3409012	4/8/2008	4/8/2014	ABC Distribution, LLC
RUGGED AMERICAN	78620400	3161871	10/24/2006	10/24/2012	ABC Distribution, LLC

COMMON LAW TRADEMARKS (no registration)					
Title	Owner				
All American Work truck	ABC Distribution, LLC				
All-Star	ABC Distribution, LLC				
America's Body	ABC				

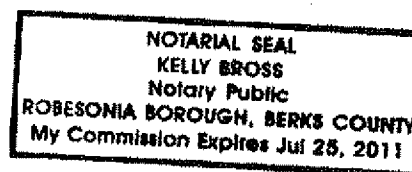
Company	Distribution, LLC				
American Commercial	ABC Distribution, LLC				
Citi Van	ABC Distribution, LLC				
Citi Van Metro	ABC Distribution, LLC				
Dry Freight	ABC Distribution, LLC				
Landmaster	ABC Distribution, LLC				
Marauder	ABC Distribution, LLC				
Marauder II	ABC Distribution, LLC				
Olympian	ABC Distribution, LLC				
Olympian Plus	ABC Distribution, LLC				
Olympian Premium	ABC Distribution, LLC				
Olympian Service Van	ABC Distribution, LLC				
Phoenix Work Truck	ABC Distribution, LLC				
Rugged American Contractor	ABC Distribution, LLC				
Rugged American Hauler	ABC Distribution, LLC				
Rugged American Landscaper	ABC Distribution, LLC				
Rugged American Platform Body	ABC Distribution, LLC				
Rugged American S.M.A.R.T. Racks	ABC Distribution, LLC				
Rugged American Stake Body	ABC Distribution, LLC				

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S.M.A.R.T. Racks	ABC Distribution, LLC				
S.M.A.R.T. Racks is "Simply the Most Advanced Racking Technology"	ABC Distribution, LLC				
Tuff Deck	ABC Distribution, LLC				
Tuffskin	ABC Distribution, LLC				
Work Truck	ABC Distribution, LLC				
Buckeye Truck Equipment	ABC Distribution, LLC				
Great Lakes Truck Equipment	ABC Distribution, LLC				
Independence Truck Equipment	ABC Distribution, LLC				
Liberty Truck Equipment Co.	ABC Distribution, LLC				
Phoenix Truck Equipment	ABC Distribution, LLC				
Northwest Truckstell	ABC Distribution, LLC				
Scherer Truck Equipment	ABC Distribution, LLC				

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *PENNSYLVANIA* : SS
COUNTY OF *BERKS* :



On this *23RD* of December, 2010, before me personally appeared Mark Robinson, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of THE READING GROUP, LLC, a Delaware limited liability company, READING TRUCK BODY, LLC, a Delaware limited liability company, ABC DISTRIBUTION, LLC, a Delaware limited liability company, and READING EQUIPMENT & DISTRIBUTION, LLC, a Delaware limited liability company; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such companies; and ~~he~~ desires the same to be recorded as such.

Kelly Brass

Notary Public
My Commission Expires: *July 25, 2011*

[ACKNOWLEDGEMENT TO TRADEMARK AND PARENT SECURITY AGREEMENT]

POWER OF ATTORNEY

THE READING GROUP, LLC, a Delaware limited liability company ("Reading Group"), **READING TRUCK BODY, LLC**, a Delaware limited liability company ("Reading Truck"), **ABC DISTRIBUTION, LLC**, a Delaware limited liability company ("ABC"), and **READING EQUIPMENT & DISTRIBUTION, LLC**, a Delaware limited liability company ("Reading Equipment", Reading Group, Reading Truck, ABC and each Person joined hereto as a borrower from time to time, collectively, the "Grantors", and each a "Grantor"), each hereby authorize **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors, dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"), as the true and lawful attorney-in-fact of each Grantor, with the power to, following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated the date hereof (as amended, restated, supplemented or modified from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record each Grantor's interest in any Trademarks or Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of any Grantor a Trademark or Patent assignment subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the other Loan Documents.

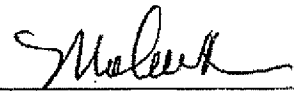
This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.


THE READING GROUP, LLC

By: 
Mark Robinson, Chief Executive
Officer


READING TRUCK BODY, LLC

By: 
Mark Robinson, Chief
Executive Officer

ABC DISTRIBUTION, LLC

By: 
Mark Robinson, Chief Executive
Officer

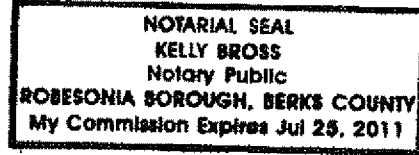
**READING EQUIPMENT &
DISTRIBUTION, LLC**

By: 
Mark Robinson, Chief Executive
Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *PENNSYLVANIA* : SS
COUNTY OF *BERKS* :



On this 23RD of DECEMBER, 2010, before me personally appeared Mark Robinson, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of **THE READING GROUP, LLC**, a Delaware limited liability company, **READING TRUCK BODY, LLC**, a Delaware limited liability company, **ABC DISTRIBUTION, LLC**, a Delaware limited liability company and **READING EQUIPMENT & DISTRIBUTION, LLC**, a Delaware limited liability company; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and ~~o~~he desires the same to be recorded as such.

Kelly Cross

Notary Public
My Commission Expires: *JULY 25, 2011*

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PARENT SECURITY AGREEMENT]