

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
Supreme Indiana Operations, Inc.		03/25/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Composed Of:	COMPOSED OF national banking association of OH
Street Address:	1 East Ohio Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2345913	CLASSIC AMERICAN TROLLEYS, BY SUPREME
Registration Number:	1137829	INER-CITY VAN
Registration Number:	3137188	KOLD KING
Registration Number:	3140466	STARTRANS
Registration Number:	1249791	SUPREME
Registration Number:	3307935	TOURLINER
Registration Number:	3319885	VANSCAPER

CORRESPONDENCE DATA

Fax Number: (317)237-1000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3172370300
 Email: inteas@bakerd.com, louis.perry@bakerd.com,
 stacy.webb@bakerd.com
 Correspondent Name: Louis T. Perry

900192169

**TRADEMARK
 REEL: 004543 FRAME: 0837**

CH \$190.00 2345913

Address Line 1: 300 North Meridian Street
Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Louis T. Perry

Signature: /Louis T. Perry/

Date: 05/18/2011

Total Attachments: 3
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST (this "Grant"), dated as of March 25, 2011, is executed by SUPREME INDIANA OPERATIONS, INC., a Delaware corporation, successor by merger to Supreme Corporation, a Texas corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, with a mailing address for the purposes of this Grant at 1 East Ohio Street, Indianapolis, Indiana ("Lender").

A. Pursuant to an Amended and Restated Credit Agreement, dated as of September 30, 2010, among Grantor, Supreme Industries, Inc., Supreme Corporation of Texas, Supreme Truck Bodies of California, Inc., Supreme Northwest, L.L.C., Supreme Mid-Atlantic Corporation, and the other Loan Parties party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor adopted, used, and is using the trademarks more particularly described on Schedules I-A and I-B annexed to this Grant and made a part of this Grant for all purposes, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Grantor entered into a Pledge and Security Agreement, dated as of September 30, 2010, in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

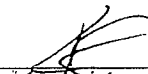
D. To secure the payment, performance, and observance of the Secured Obligations (as defined in the Security Agreement), pursuant to the Security Agreement Grantor granted to Lender a security interest in all right, title and interest of Grantor in and to substantially all of the personal property of Grantor, including, without limitation the following collateral (the "Trademark Collateral"): the Trademarks, the goodwill of the business symbolized by the Trademarks, the customer lists and records related to the Trademarks, the applications and registrations of the Trademarks, and any and all causes of action which may exist by reason of infringement the Trademarks, and all proceeds of the foregoing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

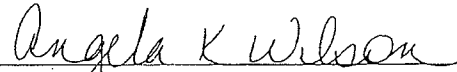
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

SUPREME INDIANA OPERATIONS, INC.,
a Delaware corporation

By: 
Printed: Kim Korth
Title: President & CEO

STATE OF INDIANA)
COUNTY OF Elkhart) SS

The foregoing instrument was acknowledged before me this 20th day of March, 2011, by Kim Korth, the President & CEO of Supreme Indiana Operations, Inc., on behalf of said corporation, as its duly authorized officer.


Signed
Angela K Wilson
(Printed) Notary Public

My commission expires:
06-29-16

My county of residence:
KOSCIUSKO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Classic American Trolleys, by Supreme	4/25/2000	2,345,913
Iner-City Van	7/15/1980	1,137,829
Kold King	8/29/2006	3,137,188
Startrans	9/5/2006	3,140,466
Supreme	8/30/1983	1,249,791
Supreme	11/18/2009	TMA753408
Tourliner	10/9/2007	3,307,935
Vanscaper	10/23/2007	3,319,885

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None		