

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.		12/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	300 N. Meridian Street
Internal Address:	Suite 1600
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204-1751
Entity Type:	national banking association: UNITED STATES

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: 3126984556
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312.641.2096
 Email: cstallbaumer@mcguirewoods.com
 Correspondent Name: Clayton J. Stallbaumer, McGuireWoods LLP

Address Line 1: 77 West Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Clayton Stallbaumer
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Signature:	/CS/
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Date:	12/20/2012
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 19, 2012, is by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties.

WHEREAS, this Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Supreme Industries, Inc., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto, and the Administrative Agent, and (b) the Collateral Agreement dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of such Grantor (excluding trademark applications for which such Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by such Grantor against third parties for (A) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (B) injury to the goodwill associated with any Trademark, or (C) breach or enforcement of any Trademark License; and

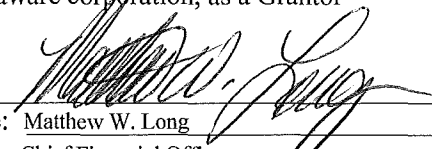
(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.


[Signature pages to follow]

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

SUPREME INDIANA OPERATIONS, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Matthew W. Long
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By:  _____
Name: David W. O'Neal
Title: Senior Vice President

SCHEDULE A

to

Trademark Security Agreement

Trademarks

Grantor	Country	Mark	Serial No.	Registration No.	App/Reg Date
Supreme Indiana Operations, Inc.	USA	Classic American Trolleys Supreme Corporation	75299902	2345913	April 25, 2000
Supreme Indiana Operations, Inc.	USA	Iner-City Van	73188923	1137829	July 15, 1980
Supreme Indiana Operations, Inc.	USA	Kold King	78604148	3137188	August 29, 2006
Supreme Indiana Operations, Inc.	USA	Startrans	78604164	3140466	September 5, 2006
Supreme Indiana Operations, Inc.	USA	Supreme – United States	73389568	1249791	August 30, 1983
Supreme Indiana Operations, Inc.	USA	Tourliner	77004022	3307935	October 9, 2007
Supreme Indiana Operations, Inc.	USA	Vanscaper	78604156	3319885	October 23, 2007

SCHEDULE B
to
Trademark Security Agreement

Trademark Licenses

None.

Schedule B

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RECORDED: 12/20/2012

**TRADEMARK
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