

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARBOC SPECIALTY VEHICLES, LLC		03/21/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MEDLEY CAPITAL CORPORATION
<b>Street Address:</b>	375 Park Avenue
<b>Internal Address:</b>	33rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	85857073	A
Registration Number:	4296129	SPIRIT OF LIBERTY
Registration Number:	4289094	LLC
Registration Number:	4289015	ARBOC
Registration Number:	3665198	SPIRIT OF MOBILITY
Serial Number:	85390375	SPIRIT OF INDEPENDENCE
Registration Number:	3918633	RANDOM ACCESS

**CORRESPONDENCE DATA**

Fax Number: 2125562222  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-556-2100  
 Email: clein@kslaw.com

**900252101**

**TRADEMARK  
 REEL: 005004 FRAME: 0551**

**CH \$190.00 85857073**

Correspondent Name: King & Spalding LLP  
Address Line 1: 1185 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 18578-009055

NAME OF SUBMITTER: Chelsea Lein

Signature: /Chelsea Lein/

Date: 04/11/2013

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, if more than one, the "Grantors"), to and in favor of MEDLEY CAPITAL CORPORATION, a New York corporation ("**Medley**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

### WITNESSETH:

WHEREAS, ARBOC SPECIALTY VEHICLES, LLC, a Delaware limited liability company (the "**Borrower**"), the Parent Company and any Subsidiaries of Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), have entered into a Credit Agreement, dated as of March 21, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

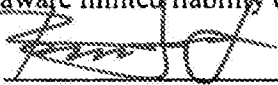
Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARBOC SPECIALTY VEHICLES, LLC,  
a Delaware limited liability company

By:   
Name: Robb Ledbetter \_\_\_\_\_  
Title: Executive Vice President \_\_\_\_\_

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademarks				
Mark	Registration #	Serial #	Country	Status
A	--	85857073	USA	Active
Spirit of Liberty	4296129	85319284	USA	Active
LLC	4289094	85671903	USA	Active
ARBOC	4289015	85665888	USA	Active
Spirit of Mobility	3665198	78956334	USA	Active
Spirit of Independence	--	85390375	USA	Active
Random Access	3918633	77893510	USA	Active

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

Licensing Agreement with The Spirit of Alexandria Foundation, dated September 6, 2012 to allow ARBOC Specialty Vehicles, LLC to use United States Federal Registration No. 3983276 and all rights associated therewith.