

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		07/22/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Reading Group, LLC
Street Address:	201 Hancock Boulevard
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19611
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	ABC Distribution, LLC
Street Address:	201 Hancock Boulevard
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19611
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Reading Truck Body, LLC
Street Address:	201 Hancock Boulevard
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19611
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Reading Equipment & Distribution, LLC
Street Address:	201 Hancock Boulevard
City:	Reading
State/Country:	PENNSYLVANIA

CH \$115.00 3705908

Postal Code:	19611
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
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: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x 62348  
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:	767087
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/21/2013

Total Attachments: 7  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

PNC Bank, National Association

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other Release of Trademark
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Reading Group, LLC

Street Address: 201 Hancock Boulevard

City: Reading

State: Pennsylvania

Country: USA Zip: 19611

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See attached Schedule

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: \_\_\_\_\_

Street Address: 1180 6th Ave., Ste 210

City: New York

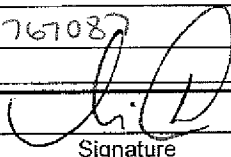
State: New York Zip: 10036

Phone Number: 212-299-5600

Docket Number: # 767087

Email Address: \_\_\_\_\_

9. Signature: \_\_\_\_\_



Nina D. Finn, White and Williams LLP

Name of Person Signing

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

8/20/2013  
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST**

This RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST ("**Release**"), is made and effective as of this 22<sup>nd</sup> day of July, 2013 and granted by PNC BANK, NATIONAL ASSOCIATION (the "**Collateral Agent**"), as administrative agent and collateral agent for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of ABC DISTRIBUTION, LLC, a Delaware limited liability company, and their successors, legal representatives and assignees ("**ABCD**").

WHEREAS, ABCD and The Reading Group, LLC, Reading Truck Body, LLC, and Reading Equipment & Distribution, LLC (each a "**Borrower**" and collectively, the "**Borrowers**") entered into a certain Revolving Credit and Security Agreement with Collateral 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 December 23, 2010 (as amended, restated, supplemented or modified from time to time, the "**Loan Agreement**"), with the Collateral Agent and the lenders party thereto;

WHEREAS, in connection with the Loan Agreement, ABCD and The Reading Group, LLC, Reading Truck Body, LLC, and Reading Equipment & Distribution, LLC (each a "**Grantor**" and collectively, the "**Grantors**") executed and delivered to the Collateral Agent that certain Trademark and Patent Security Agreement dated as of December 23, 2010 (the "**Trademark and Patent Security Agreement**");

WHEREAS, pursuant the Trademark and Patent Security Agreement, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark and Patent Collateral (as defined below);

WHEREAS, the Trademark and Patent Security Agreement was recorded at the United States Patent and Trademark Office at Reel 4450/Frame 0689 on January 11, 2011; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark and Patent Collateral owned by ABCD and as further described on **Schedule 1** attached hereto and made apart hereof (the "**Released Trademark and Patent Collateral**"), pursuant to the Trademark and Patent Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Definition. The term "Trademark and Patent Collateral," as used herein, shall mean all of each Grantor's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "**Trademark and Patent Collateral**");

(a) any and all patents, trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 to the Trademark and Patent Security Agreement, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("**Trademarks and Patents**");

(b) any and all license and other agreements in which such Grantor directly or indirectly has granted or is granted a license or other right, whether exclusive or non-exclusive, (i) to use or develop any Trademarks and Patents, (ii) to receive royalties, revenues, income or other payment related to any Trademarks and Patents, or (iii) to exercise any other right with respect to with respect to any Trademarks and Patents;

(c) all tangible embodiments of the foregoing;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Released Trademark and Patent Collateral as owned by ABCD, and all other right, title, and interest in and to the Released Trademark and Patent Collateral as owned by ABCD and reassigns to ABCD any and all such right, title and interest that it may have in the Released Trademark and Patent Collateral.

3. Further Assurances. Collateral Agent agrees to execute, acknowledge, procure and deliver to Grantors any and all further documents or instruments and do any and all further acts which the Grantors (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantors' (or their assignees') right, title and interest in and to the Released Trademark and Patent Collateral.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: Celeste Zehren  
Name: CELESTE ZEHREN  
Title: V.P.

Address for Notices:  
PNC Bank, National Association  
1000 Westlakes Drive  
Berwyn, PA 19312

IN PRESENCE OF:

COMMONWEALTH OF PENNSYLVANIA )  
PENNSYLVANIA )SS.

COUNTY OF Chester )

On this the 19<sup>th</sup> day of July, 2013, before me, a Notary Public, personally appeared Celeste Zehren, who acknowledged himself/herself to be the Vice President of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself/herself as such Vice President.

In witness whereof I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Donna M. Watson, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires June 25, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Donna M. Watson  
NOTARY PUBLIC (SEAL)

My Commission Expires: 6/25/17

[Signature/Notary page to Release of Trademark and Patent Security Agreement]

**SCHEDULE 1**

to

**Release Of Trademark And Patent Security Interest**

**RELEASED TRADEMARK AND PATENT COLLATERAL**

**Patents**

Title	Serial Number	Patent Number	Filing Date	Issue Date	Expiration Date	Owner
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
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	ABC Distribution, LLC
	All-Star	ABC Distribution, LLC
	America's Body Company	ABC 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



<b>COMMON LAW TRADEMARKS (no registration)</b>	<b>Title</b>	<b>Owner</b>
	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
	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	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