

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------------------|
| Iconic American Trucks, LLC | | 01/24/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Patriarch Partners Agency Services, LLC |
| Street Address: | One Broadway, 5th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 2201732 | AMERICAN LAFRANCE |
| Registration Number: | 693670 | AMERICAN LAFRANCE |
| Registration Number: | 2201823 | AMERICAN LAFRANCE |
| Registration Number: | 966004 | AMERICAN LAFRANCE |
| Registration Number: | 2495070 | CONDOR |
| Registration Number: | 3649236 | CONDOR |
| Registration Number: | 1468950 | KERSEY |
| Registration Number: | 827121 | KERSEY |
| Registration Number: | 3613830 | LIBERTY |
| Registration Number: | 3166502 | LIBERTY |
| Registration Number: | 3328542 | MEDIC MASTER |
| Registration Number: | 2662372 | MEDICMASTER |
| Registration Number: | 2715144 | MEDICMASTER |
| Registration Number: | 3640105 | CLEARPATH |

CH \$615.00 2201732

TRADEMARK

| | | |
|----------------------|---------|-------------------------|
| Registration Number: | 1063147 | LTI |
| Registration Number: | 2419377 | AMERICAN LAFRANCE EAGLE |
| Registration Number: | 2449920 | METROPOLITAN |
| Registration Number: | 1851080 | RESCUE MASTER |
| Registration Number: | 2532493 | SILVER EAGLE |
| Registration Number: | 975880 | TWINFLOW |
| Registration Number: | 879879 | SQURT |
| Registration Number: | 939763 | TELE SQURT |
| Registration Number: | 868135 | LADDER CHIEF |
| Registration Number: | 2494771 | VANTAGE |

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: | 976999 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 01/29/2014 |

Total Attachments: 5
source=1-27-14 Iconic American Trucks-TM#page1.tif
source=1-27-14 Iconic American Trucks-TM#page2.tif
source=1-27-14 Iconic American Trucks-TM#page3.tif
source=1-27-14 Iconic American Trucks-TM#page4.tif
source=1-27-14 Iconic American Trucks-TM#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to a Security Agreement of even date herewith with the Administrative Agent (the "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 Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, 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, without limitation, 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.

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

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 and IP Licenses 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.

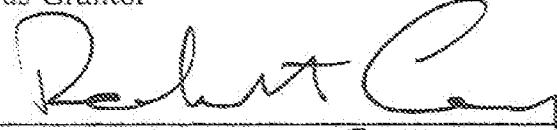
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

ICONIC AMERICAN TRUCKS, LLC
as Grantor

By:



Name: ROBERT GRAY

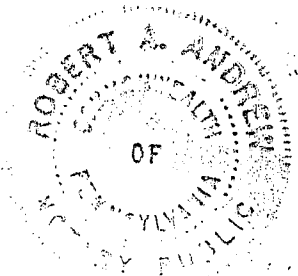
Title: VICE PRESIDENT SALES

ACKNOWLEDGMENT OF GRANTOR

STATE OF PENNSYLVANIA
)
COUNTY OF LANCASTER ss.

On this 25th day of January, 2014 before me personally appeared ROBERT GRAY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Iconic American Trucks, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Robert A. Andrew
Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Robert A. Andrew, Notary Public
Ephrata Boro, Lancaster County
My Commission Expires May 10, 2015
PENNSYLVANIA ASSOCIATION OF NOTARIES

SCHEDULE I
 TO
 TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

| Trademark | Jurisdiction | Registration Number | Application Number |
|--------------------------------|---------------------|----------------------------|---------------------------|
| AMERICAN LAFRANCE | United States | 2,201,732 | 75/069437 |
| AMERICAN LAFRANCE | United States | 693,670 | 72/063360 |
| AMERICAN LAFRANCE (and Design) | United States | 2,201,823 | 75/138698 |
| AMERICAN LAFRANCE (and Design) | United States | 966,004 | 72/404311 |
| CONDOR | United States | 2,495,070 | 75/931145 |
| CONDOR (and Design) | United States | 3,649,236 | 77/129220 |
| KERSEY | United States | 1,468,950 | 73/625013 |
| KERSEY (and Design) | United States | 827,121 | 72/231794 |
| LIBERTY | United States | 3,613,830 | 78/551613 |
| LIBERTY (and Design) | United States | 3,166,502 | 78/586321 |
| MEDIC MASTER (and Design) | United States | 3,328,542 | 77/092304 |
| MEDICMASTER | United States | 2,662,372 | 76/308166 |
| MEDICMASTER | United States | 2,715,144 | 76/307357 |
| CLEARPATH | United States | 3,640,105 | 77/068735 |
| LTI (and Design) | United States | 1,063,147 | 73/053093 |
| AMERICAN LAFRANCE EAGLE | United States | 2,419,377 | 75/121695 |
| METROPOLITAN | United States | 2,449,920 | 75/711537 |
| RESCUE MASTER | United States | 1,851,080 | 74/308608 |
| SILVER EAGLE | United States | 2,532,493 | 75/587815 |
| TWINFLOW (Stylized) | United States | 975,880 | 72/404312 |
| SQURT | United States | 879,879 | 72/294678 |
| TELE SQURT | United States | 939,763 | 72/384356 |
| LADDER CHIEF | United States | 868,135 | 72/305603 |
| VANTAGE | United States | 2,494,771 | 75/653190 |

B. TRADEMARK APPLICATIONS

None

C. IP LICENSES

None