

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343721

| | | | |
|---|---------------------------------|-------------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (Second Lien 2011) | | 11/26/2014 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | HEIL TRAILER INTERNATIONAL, CO. | | |
| Street Address: | 1850 Executive Park Drive N.W. | | |
| City: | Cleveland | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37312 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3062976 | GOING THE EXTRA MILE FOR YOU! | |
| Registration Number: | 1684376 | K KALYN | |
| Registration Number: | 1684375 | SIEBERT | |
| Registration Number: | 3890740 | SIEBERT WIND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5123228330 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 512.322.2601 | | |
| Email: | tracy.perez@bakerbotts.com | | |
| Correspondent Name: | Baker Botts L.L.P. | | |
| Address Line 1: | 98 San Jacinto Blvd. | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Austin, TEXAS 78701 | | |
| ATTORNEY DOCKET NUMBER: | 079775.0126 | | |
| NAME OF SUBMITTER: | Tracy E. Perez | | |
| SIGNATURE: | /Tracy E. Perez/ | | |
| DATE SIGNED: | 06/05/2015 | | |

CH \$115.00 3062976

Total Attachments: 3

source=Trademark Release (Second Lien - 2011 Filing)#page1.tif

source=Trademark Release (Second Lien - 2011 Filing)#page2.tif

source=Trademark Release (Second Lien - 2011 Filing)#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), effective as of this the 26th day of November, 2014, is given by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the “Agent”), with an address of c/o U.S. Bank National Association, Corporate Trust Services, 225 Asylum Street, 23rd Floor, Hartford, CT 06103, Attention: Michael Hopkins, to HEIL TRAILER INTERNATIONAL, CO., a Delaware corporation (the “Grantor”).

W I T N E S S E T H

WHEREAS, the Grantor, AIP/Heil Trailer Holdings, Inc., a Delaware corporation, and the holders of the Notes (as defined in the hereinafter described Note Agreement) have entered into to that certain Second Amended and Restated Subordinated Note Agreement dated as of May 2, 2014 (as heretofore amended, restated, supplemented or otherwise modified, the “Note Agreement”; *capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Note Agreement*);

WHEREAS, the Grantor executed that certain Grant of Security Interest in Trademarks dated as of December 30, 2011 (as heretofore amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”), which was duly recorded on January 3, 2012, at Reel 4690/ Frame 0022 with the United States Patent and Trademark Office, and granted to the Agent a continuing security interest in and a continuing lien upon, all of Grantor’s right, title and interest in and to all trademarks and service marks, registrations and applications for registration and any renewals thereof, together with the goodwill associated therewith, including, without limitation, as set forth on Schedule A attached hereto (collectively, the “Trademarks”); and


WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Grantor and to dissolve those liens and encumbrances with respect to the Trademarks created by the Trademark Security Agreement and any other Subordinated Note Document.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of itself and the holders of the Notes, does hereby fully and finally release and relinquish all security interests and liens in the Trademarks granted to the Agent by Grantor.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer has caused this Release to be executed as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael Hopkins
Title: Vice President

SIGNATURE PAGE TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN 2011 FRINGE)

TRADEMARK
REEL: 005546 FRAME: 0930

SCHEDULE A

Released Trademarks

| Trademark | Country | Appln./Reg. Number | Owner/Assignee | Date of Reg./Appln. |
|--|----------------|---------------------------|---------------------------------|----------------------------|
| THOMPSON | U.K. | 1080725 | Heil Trailer International, Co. | 7/7/1977 |
| GOING THE EXTRA MILE FOR YOU! | U.S. | 78548480 3062976 | Heil Trailer International, Co. | 2/28/2006 |
| K KALYN (and Design)  | U.S. | 74172136 1684376 | Heil Trailer International, Co. | 4/28/1992 |
| SIEBERT (and Design)  | U.S. | 74172077 1684375 | Heil Trailer International, Co. | 4/28/1992 |
| SIEBERT WIND (and Design)  | U.S. | 77690864 3890740 | Heil Trailer International, Co. | 12/14/2010 |