

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM346683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carry-On Trailer, Inc.		06/19/2015	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	303 Peachtree Street, 23rd Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3150593	CARRY-ON TRAILER CARGO	
<b>Registration Number:</b>	3167545	CARRY-ON TRAILER CARGO	
<b>Registration Number:</b>	2986859	CARRY-ON TRAILER CORPORATION	
<b>Registration Number:</b>	2947391	CARRY-ON TRAILER CORPORATION	
<b>Registration Number:</b>	3704630	GREAT TIMBER TRAILERS	
<b>Registration Number:</b>	3138729	HITCHPACKER	
<b>Registration Number:</b>	3684507	MOSS CREEK TRAILERS	
<b>Registration Number:</b>	4426279	A TRAILER IN EVERY DRIVEWAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<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>			
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	angie.wicker@alston.com		
<b>Correspondent Name:</b>	Laura Kees		
<b>Address Line 1:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	001833/460957		
<b>NAME OF SUBMITTER:</b>	Laura Kees		

OP \$215.00 3150593

<b>SIGNATURE:</b>	/Laura Kees/
<b>DATE SIGNED:</b>	07/02/2015
<b>Total Attachments: 7</b> source=Trademark Security Agreement (EXECUTED)_1 (3)#page1.tif source=Trademark Security Agreement (EXECUTED)_1 (3)#page2.tif source=Trademark Security Agreement (EXECUTED)_1 (3)#page3.tif source=Trademark Security Agreement (EXECUTED)_1 (3)#page4.tif source=Trademark Security Agreement (EXECUTED)_1 (3)#page5.tif source=Trademark Security Agreement (EXECUTED)_1 (3)#page6.tif source=Trademark Security Agreement (EXECUTED)_1 (3)#page7.tif	

**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of June 19, 2015 (this "Security Agreement"), is made by the signatories hereto below (each a "Grantor" and collectively, the "Grantors"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, AMERICAN TRAILER WORKS, INC., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of June 19, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of June 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees 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, 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 (the "Trademark Collateral"):

- (i) 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 I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

**SECTION 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

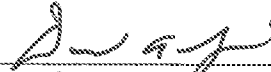
**SECTION 4. Grantor Remains Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This 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.

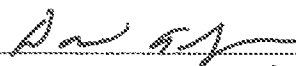
**SECTION 6. Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law.

IN WITNESS WHEREOF, the 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.

Carry-On Trailer, Inc., a Virginia corporation

By:   
Name: DAVID A. SPINA  
Title: VICE PRESIDENT

PJ Trailers Manufacturing, Inc., a Texas corporation

By:   
Name: DAVID A. SPINA  
Title: VICE PRESIDENT

IN WITNESS WHEREOF, the 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.

**Carry-On Trailer, Inc., a Virginia corporation**

By: \_\_\_\_\_  
Name:  
Title:

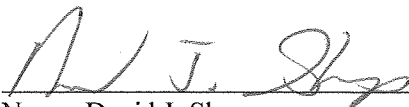
**PJ Trailers Manufacturing, Inc., a Texas corporation**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By:   
Name: David J. Sharp  
Title: Vice President

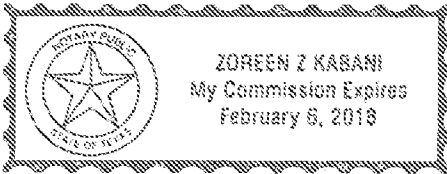
ACKNOWLEDGMENT OF GRANTOR

State of Texas )  
County of Tarrant )

ss.

On this 18 day of June, 2015 before me personally appeared David A Spuria, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Carry-On Trailer, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Zoreen Z Kasani  
Notary Public



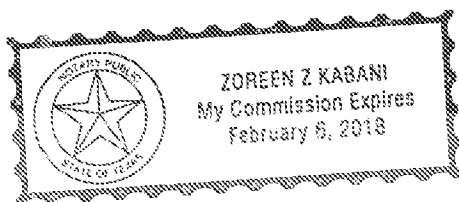
ACKNOWLEDGMENT OF GRANTOR

State of Texas

County of Tarrant

ss.

On this 18 day of June, 2015 before me personally appeared David A. Spuria, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PJ Trailers Manufacturing, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.



Zoreen Kabani  
Notary Public



## SCHEDULE I

### Trademarks and Trademark Licenses

#### I. REGISTERED TRADEMARKS

Trademark	Owner	Registration Number
A TRAILER IN EVERY DRIVEWAY	Carry-On Trailer, Inc.	4426279
CARRY-ON TRAILER CARGO and Design	Carry-On Trailer, Inc.	3150593
CARRY-ON TRAILER CARGO and Design	Carry-On Trailer, Inc.	3167545
CARRY-ON TRAILER CORPORATION and Design	Carry-On Trailer, Inc.	2986859
CARRY-ON TRAILER CORPORATION and Design	Carry-On Trailer, Inc.	2947391
GREAT TIMBER TRAILERS	Carry-On Trailer, Inc.	3704630
HITCHPACKER	Carry-On Trailer, Inc.	3138729
MOSS CREEK TRAILERS	Carry-On Trailer, Inc.	3684507
MONSTER RAMPS (Stylized)	PJ Trailers Manufacturing, Inc.	4617716
PJ (Stylized)	PJ Trailers Manufacturing, Inc.	4609347
PJ TRAILERS (Stylized)	PJ Trailers Manufacturing, Inc.	4620239
PJ TRAILERS and Design	PJ Trailers Manufacturing, Inc.	4616851
POWER TAIL and Design	PJ Trailers Manufacturing, Inc.	4620248

#### II. TRADEMARK APPLICATIONS

None.

#### III. TRADEMARK LICENSES

None.