

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396202

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SunTrust Bank		08/24/2016	Bank: GEORGIA

RECEIVING PARTY DATA

Name:	Carry-On Trailer, Inc.
Street Address:	101 Joe Harvey Street
City:	Lavonia
State/Country:	GEORGIA
Postal Code:	30553
Entity Type:	Corporation: VIRGINIA
Name:	PJ Trailers Manufacturing, Inc.
Street Address:	1807 FM 2352
City:	Sumner
State/Country:	TEXAS
Postal Code:	75486
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4426279	A TRAILER IN EVERY DRIVEWAY
Registration Number:	3150593	CARRY-ON TRAILER CARGO
Registration Number:	3167545	CARRY-ON TRAILER CARGO
Registration Number:	2986859	CARRY-ON TRAILER CORPORATION
Registration Number:	2947391	CARRY-ON TRAILER CORPORATION
Registration Number:	3704630	GREAT TIMBER TRAILERS
Registration Number:	3138729	HITCHPACKER
Registration Number:	3684507	MOSS CREEK TRAILERS
Registration Number:	4617716	MONSTER RAMPS
Registration Number:	4609347	PJ
Registration Number:	4620239	PJ TRAILERS
Registration Number:	4616851	PJ TRAILERS
Registration Number:	4620248	POWER TAIL

CH \$340.00 4426279

CORRESPONDENCE DATA**Fax Number:** 2123037064*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.***Phone:** 212.318.6824**Email:** christinedionne@paulhastings.com**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP**Address Line 1:** 200 Park Avenue**Address Line 2:** 28th Floor**Address Line 4:** New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	94111.00004
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NAME OF SUBMITTER:	Christine Dionne
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SIGNATURE:	/Christine Dionne/
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DATE SIGNED:	08/24/2016
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Total Attachments: 4

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of August 24, 2016 and made by SUNTRUST BANK, in its capacity as administrative agent for the Secured Parties ("Grantee") to CARRY-ON TRAILER, INC., a Virginia corporation, and PJ TRAILERS MANUFACTURING, INC., a Texas corporation (collectively, the "Grantors"). All terms used herein but not defined herein shall have the meanings assigned to them in the Security Agreement (defined below).

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of June 19, 2015 made by the Grantors in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantors to Grantee in certain trademark collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Assignment database of the United States Patent and Trademark Office on July 2, 2015 (i) with respect to Carry-On Trailer, Inc. at Reel/Frame 5567/0626 and (ii) with respect to PJ Trailers Manufacturing, Inc. at Reel/Frame 5567/0663; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. Capitalized terms used herein shall have the following meanings:

"Trademark Collateral" shall mean all of each Grantor's right, title and interest in, to and under the following:

(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.

"Trademarks" shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications

in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.


“Trademark License” shall mean any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates releases and discharges its security interest in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademark Collateral.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

SUNTRUST BANK, as Grantee

By: 
Name: Justin Lien
Title: Director

[Signature Page to Trademark Release]

SCHEDULE 1

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.

[Schedule 1 to Trademark Release]