

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FEATHERLITE, INC.		12/31/2019	Corporation: MINNESOTA
UNIVERSAL TRAILER CORPORATION		12/31/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	FEATHERLITE TRAILER MANUFACTURING, LLC
<b>Street Address:</b>	HIGHWAY 63 & 9
<b>Internal Address:</b>	PO BOX 320
<b>City:</b>	CRESCO
<b>State/Country:</b>	IOWA
<b>Postal Code:</b>	52136
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1647382	FEATHERLITE
Registration Number:	2029860	FEATHERLITE
Registration Number:	2135286	FEATHERLITE TRAILERS
Registration Number:	2136650	FEATHERLITE
Registration Number:	2151747	
Registration Number:	2151748	FEATHERLITE TRAILERS
Registration Number:	2154533	FEATHERLITE
Registration Number:	2144524	FEATHERLITE STL
Registration Number:	2249651	FEATHERLITE
Registration Number:	2854250	SAFE. SECURE. SMART
Registration Number:	3573462	PERFECT FIT
Registration Number:	3625327	FEATHERLITE
Registration Number:	3687189	YOUR LIFE. YOUR TRAILER. YOUR WAY.
Registration Number:	3773283	STEP SAFE
Registration Number:	5081810	LIBERTY
Registration Number:	5285075	FEATHERLITE
Registration Number:	2142580	FEATHERLITE STL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2041882	FEATHERLITE
Registration Number:	2821139	UNIVERSAL TRAILER
Registration Number:	2927960	
Registration Number:	2928986	UNIVERSAL TRAILER
Registration Number:	2929014	BY UNIVERSAL TRAILER

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 7045521889

**Email:** jjs@schwartz-iplaw.com

**Correspondent Name:** Jeffrey J. Schwartz

**Address Line 1:** 6100 Fairview Road, Suite 1135

**Address Line 4:** Charlotte, NORTH CAROLINA 28210

**NAME OF SUBMITTER:** Jeffrey J. Schwartz

**SIGNATURE:** /jjs/

**DATE SIGNED:** 02/11/2020

**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of December 31, 2019, by and among Featherlite, Inc., a Minnesota corporation ("Featherlite"), Exiss Sooner, LLC, a Delaware limited liability company ("ES"), Sooner Trailer Manufacturing Company, LLC, a Delaware limited liability company ("STMC"), Universal Freight Express LLC, a Delaware limited liability company ("UFE"), Universal Trailer Corporation, a Delaware corporation ("UTC"), and Universal Trailer Holdings Corp., a Delaware corporation ("UT Holdings" and, collectively with Featherlite, ES, STMC, UFE, and UTC "Assignors"), and Featherlite Trailer Manufacturing, LLC, a Delaware limited liability corporation ("Assignee").

In accordance with the Asset Purchase Agreement dated of even date herewith by and among Assignors and Assignees (the "Asset Purchase Agreement"), Assignors agree to transfer, convey, and assign the trademarks set forth on Exhibit A (together with all applications, registrations and goodwill thereof, collectively, the "Trademarks") to Assignee. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment.
  - a. Assignment of Trademarks. Assignors hereby transfer, convey and assign to Assignee all of Assignors' rights, title, and interests in and to the Trademarks free and clear of all Liens.
  - b. Cooperation in Transferring Trademark. Assignors agree to cooperate with Assignee and to follow Assignee's reasonable instructions to effectuate the transfer of the Trademarks, and/or to correspond, as necessary, to authorize the transfer of the Trademarks with the United States Patent and Trademark Office.
2. Miscellaneous.
  - a. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
  - b. Counterparts. This Assignment may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document.

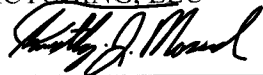
- c. Governing Law; Jurisdiction; Waiver of Jury Trial. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance. The provisions set forth in Section 10.12 (*Jurisdiction; Court Proceedings; Waiver of Jury Trial*) of the Asset Purchase Agreement shall be deemed incorporated into, and made a part of, this Assignment, *mutatis mutandis*, and apply equally to any Litigation or other claims hereunder. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- d. Governing Documents. The rights and obligations of the parties are set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Asset Purchase Agreement. Such rights and obligations shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized representative, all as of the date first set forth above.

**ASSIGNEE:**

FEATHERLITE TRAILER  
MANUFACTURING, LLC

By:   
Name:  
Title: Timothy J. Masud  
Manager

**ASSIGNOR:**

FEATHERLITE, INC.

By: \_\_\_\_\_  
Name: Gary DiCamillo  
Title: President & CEO

EXISS SOONER, LLC

By: \_\_\_\_\_  
Name: Gary DiCamillo  
Title: President & CEO

SOONER TRAILER MANUFACTURING  
COMPANY, LLC

By: \_\_\_\_\_  
Name: Gary DiCamillo  
Title: President & CEO

UNIVERSAL FREIGHT EXPRESS LLC

By: \_\_\_\_\_  
Name: Gary DiCamillo  
Title: President & CEO

UNIVERSAL TRAILER CORPORATION

By: \_\_\_\_\_  
Name: Gary DiCamillo  
Title: President & CEO

UNIVERSAL TRAILER HOLDINGS CORP.

By: \_\_\_\_\_  
Name: Gary DiCamillo  
Title: President & CEO

*[Signature Page to Featherlite Trademark Assignment]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized representative, all as of the date first set forth above.


ASSIGNEE:

FEATHERLITE TRAILER MANUFACTURING,  
LLC

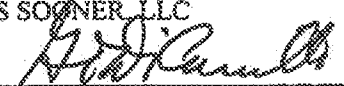
By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR:

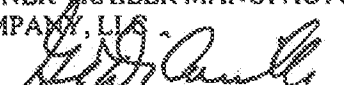
FEATHERLITE, INC.

By:   
Name: Gary DiCamillo  
Title: President & CEO

EXISS SOONER, LLC

By:   
Name: Gary DiCamillo  
Title: President & CEO

SOONER TRAILER MANUFACTURING  
COMPANY, LLC

By:   
Name: Gary DiCamillo  
Title: President & CEO

UNIVERSAL FREIGHT EXPRESS LLC

By:   
Name: Gary DiCamillo  
Title: President & CEO

UNIVERSAL TRAILER CORPORATION

By:   
Name: Gary DiCamillo  
Title: President & CEO

UNIVERSAL TRAILER HOLDINGS CORP.

By:   
Name: Gary DiCamillo  
Title: President & CEO

*[Signature Page to Featherlite Trademark Assignment]*

**Exhibit A**

**Trademarks**

United States Trademark	Registration Number	Registration Date	Expiration Date
<b>TRADEMARKS OWNED BY FEATHERLITE, INC.</b>			
FEATHERLITE (Typed Drawing) - Trailers & Accessories	1,647,382	06/11/91	06/11/21
FEATHERLITE (Typed Drawing) - Race Car Transporter Accessories	2,029,860	01/14/97	01/14/27
FEATHERLITE TRAILERS (Design plus Words) - Pen, Knives, Clocks, Etc.	2,135,286	02/10/98	02/10/28
FEATHERLITE (Pocket knives, clocks, pens, brief cases, etc.)	2,136,650	02/17/98	02/17/28
FEATHER (Design only) - Trailers & Accessories	2,151,747	04/21/98	04/21/28
FEATHERLITE TRAILERS (Design plus Words) - Trailers & Accessories	2,151,748	04/21/98	04/21/28
FEATHERLITE (Design plus words) - Trailers & Accessories	2,154,533	05/05/98	05/05/28
FEATHERLITE STL (Typed Drawing) - Trailers	2,144,524	03/17/98	03/17/28
FEATHERLITE (Typed Drawing) - Scale Model Trailers	2,249,651	06/01/99	06/01/29
SAFE SECURE SMART (Typed Drawing)	2,854,250	06/15/04	06/15/24
PERFECT FIT (Typed Drawing) - Trailers	3,573,462	02/10/09	02/10/29
FEATHERLITE- Clothing (Hats, t-shirts, jackets w/trl promotion)S/N 77354406	3,625,327	05/26/09	05/29/29
YOUR LIFE, YOUR TRAILER, YOUR WAY - (Typed Drawing) - Trailers	3,687,189	09/22/09	09/22/19 (In grace until 3/23/20)
STEP SAFE - (Typed Drawing) - Trailers	3,773,283	04/06/10	04/06/29
LIBERTY (Typed Drawing) - Trailers	5,081,810	11/15/16	11/15/22
FEATHERLITE (Typed Drawing) - Livestock Trailers with Living Quarters	5,285,075	09/12/17	09/12/23

United States Trademark	Registration Number	Registration Date	Expiration Date
<b>TRADEMARKS OWNED BY UNIVERSAL TRAILER CORPORATION</b>			
UNIVERSAL TRAILER	2,821,139	03/09/04	03/09/24
DESIGN ONLY "ROAD OVAL"	2,927,960	02/22/05	02/22/25
UNIVERSAL TRAILER & DESIGN "ROAD OVAL"	2,928,986	03/01/05	03/01/25
A UNIVERSAL TRAILER CORP. & DESIGN "ROAD OVAL"	2,929,014	03/01/05	03/01/25

Canada Trademark	Registration Number	Registration Date	Expiration Date
<b>TRADEMARKS OWNED BY FEATHERLITE, INC.</b>			
FEATHERLITE	TMA413113	06/04/93	06/04/23
FEATHERLITE & DESIGN	TMA713178	04/29/08	04/29/23
MEDALIST	TMA741229	06/01/09	06/01/24
SUPERSTOCK	TMA741370	06/03/09	06/03/24
PERFECT FIT	TMA753905	11/25/09	11/25/24

FEATHERLITE	TMA762517	03/24/10	03/24/25
YOUR LIFE, YOUR TRAILER, YOUR WAY	TMA779538	10/12/10	10/12/25
STEP SAFE	TMA801555	07/06/11	07/06/26
LIBERTY	TMA982939	12/05/17	12/05/32


Canada Trademark	Registration Number	Registration Date	Expiration Date
<b>TRADEMARKS OWNED BY UNIVERSAL TRAILER HOLDINGS CORP.</b>			
UNIVERSAL TRAILERS	TMA622541	10/15/04	10/15/29
SOONER	TMA683313	03/09/07	03/09/22
HORSEHEAD DESIGN	TMA684994	03/29/07	03/29/22



Germany Trademark	Registration Number	Filing Date	Expiration Date
<b>TRADEMARK OWNED BY FEATHERLITE, INC.</b>			
FEATHERLITE	2,030,982	10/15/04	06/30/21




Benelux Trademark	Registration Number	Filing Date	Expiration Date
<b>TRADEMARK OWNED BY FEATHERLITE, INC.</b>			
FEATHERLITE	827,559	10/05/07	07/20/27

International Trademarks	Registration Number	Filing Date	Expiration Date
<b>TRADEMARKS OWNED BY FEATHERLITE, INC.</b>			
FEATHERLITE (Typed Drawing) - Trailers - <i>Austria, Australia, Benelux, China P.R., Czech Republic, Denmark, Finland, France, Germany, Great Britain, Greece, Hungary, Ireland, Italy, Norway, Russia, Singapore, Spain, Sweden, Switzerland, South Korea, International,</i>	859,611	07/14/04	07/14/24
FEATHERLITE (Design Plus Words) - Trailers - <i>Austria, Australia, Benelux, China, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Greece, Hungary, Ireland, Italy, Norway, Russia, Singapore, Spain, Sweden, Switzerland, South Korea, International</i>	869,144	07/14/07	07/14/24
FEATHERLITE & DESIGN (Words plus Design) - Trailers - <i>Iceland, International</i>	873,379	02/16/05	02/16/25
FEATHERLITE (Typed Drawing) - Trailers - <i>Antilles, Iceland, Netherlands, International</i>	875,516	02/16/05	02/16/25



<u>Mark</u>	<u>Serial No./ Registration No.</u>	<u>Status</u>	<u>Owner</u>
	2,142,580	LIVE	Featherlite, Inc. Featherlite Mfg., Inc. (Previous Owner)
FEATHERLITE	2,041,882	LIVE	Featherlite, Inc. Featherlite Mfg., Inc. (Previous Owner)
FEATHERLITE'S FINEST	2,514,778	DEAD	Featherlite, Inc.
FTHR	76/409,474	DEAD	Featherlite, Inc.
DRIVING SUCCESS	2,736,438	DEAD	Featherlite, Inc.
ONE TOUGH ANIMAL	77/043,820	DEAD	Featherlite, Inc.
SUPERSTOCK	3,417,168	DEAD	Featherlite, Inc.
SAFE STEP	77/676,820	DEAD	Featherlite, Inc.
MEDALIST	3,266,403	DEAD	Featherlite, Inc.
IT ALL RIDES ON US	4,050,201	DEAD	Featherlite, Inc.
UNIVERSAL TRAILER SALES COMPANY, LLC	78/548,017	DEAD	Universal Trailer Holdings Corp.
RACE TRAILERS	86/638,076	DEAD	Universal Trailer Corporation
HIGH GEAR	86/659,808	DEAD	Universal Trailer Corporation
FEATHERLITE	75/752,942	DEAD	Featherlite, Inc.
FEATHERLITE	75/752941	DEAD	Featherlite, Inc.

UNIVERSAL TRAILER MANUFACTURING	78/161,525	DEAD	Universal Trailer Corporation
UTAC	2,850,912	DEAD	Universal Trailer Holdings Corp. Universal Trailer Corporation (Previous Owner)
	78/247,420	DEAD	Universal Trailer Corporation
UNIVERSAL MOTOR SPORTS	78/381,912	DEAD	Universal Trailer Holdings Corp.
UNIVERSAL MOTOR SPORTS	78/381,926	DEAD	Universal Trailer Holdings Corp.
MILEY	3,022,259	DEAD	Universal Trailer Corporation Horse/Livestock Group Universal Trailer Holdings Corp. (Previous Owner)
MCQUERRY	78/467,882	DEAD	Universal Trailer Holdings Corp.
LEAVE YOUR MARK	3,213,914	DEAD	Universal Trailer Corporation Horse/Livestock Group Universal Trailer Holdings Corp. (Previous Owner)
	2,830,176	DEAD	Universal Trailer Corporation

	2,834,494	DEAD	Universal Trailer Corporation
UNIVERSAL TRAILER ACCEPTANCE CORPORATION	2,865,044	DEAD	Universal Trailer Corporation
PRO CUTTER SERIES	78/520,918	DEAD	Universal Trailer Corporation Horse/Livestock Group
DIAMOND D	2,061,415	DEAD	Featherlite Mfg., Inc.
DIAMOND D	1,894,040	DEAD	Featherlite, Inc.  DIAMOND D. TRAILER MANUFACTURING, INC. (Previous Owner)
ECONOLITE	1,884,828	DEAD	Featherlite Mfg., Inc.
	2,227,915	DEAD	Featherlite, Inc.  Featherlite Mfg., Inc. (Previous Owner)
	2,262,614	DEAD	Featherlite, Inc.