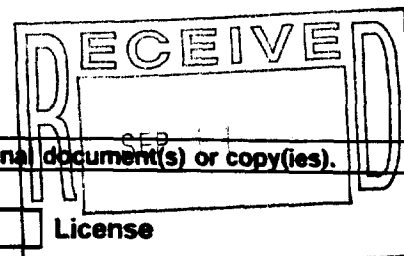


09-16-1998



9-11-98

100829761
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
08/20/98

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

09/15/1998 SSMITH 00000072 583515

FOR OFFICE USE ONLY

01 FC:441 40.00 OP
02 FC:442 250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1787 FRAME: 0402

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="See attached"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel J. Schaeffer

Name of Person Signing

Daniel J. Schaeffer
Signature

09/10/98

Date Signed

U. S. TRADEMARKS REGISTRATIONS

TITLE	REG. NO.	ISSUE DATE
T/M and Design	583,515	12/08/53
TRAILMOBILE	602,120	02/15/55
CROSS-FLO	668,640	11/24/59
TRAILMOBILE	695,205	03/29/60
TRAILMOBILE and Design	972,757	11/13/73
TRAILMOBILE and Design	973,758	11/13/73
TRAILMOBILE	1,061,369	03/15/77
EX-A-GRIP	1,256,776	11/08/83
E-ZZ SLIDE	1,543,435	06/13/89
DURAFLOOR	1,760,654	03/23/93
T TRAIL/M MOBILE & design	1,825,805	03/08/94

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 20 day of August, 1998 ("Effective Date"), by and between Trailmobile Parts & Service Corporation, a Delaware corporation, with its principal office at 200 East Randolph Drive, Chicago, Illinois 60601 ("Assignor"), and Trailmobile Corporation, a Delaware corporation, with its principal office at 200 East Randolph Drive, Chicago, Illinois 60601 ("Assignee").

WHEREAS, Assignor is a party to a certain Contribution Agreement dated as of August 20, 1998 ("Agreement"), pursuant to which Assignor has agreed to assign all of its assets, properties and rights to Assignee;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations identified and set forth on Schedule A, including variations thereof, and the foreign trademark registrations and applications for registration identified and set forth on Schedule B (collectively, the "Marks"), and the goodwill of the business associated therewith.

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks together with all goodwill associated therewith, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages and payments by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

SCHEDULE A**U. S. TRADEMARKS REGISTRATIONS**

TITLE	REG. NO.	ISSUE DATE
T/M and Design	583,515	12/08/53
TRAILMOBILE	602,120	02/15/55
CROSS-FLO	668,640	11/24/59
TRAILMOBILE	695,205	03/29/60
TRAILMOBILE and Design	972,757	11/13/73
TRAILMOBILE and Design	973,758	11/13/73
TRAILMOBILE	1,061,369	03/15/77
EX-A-GRIP	1,256,776	11/08/83
E-ZZ SLIDE	1,543,435	06/13/89
DURAFLOOR	1,760,654	03/23/93
T TRAIL/M MOBILE & design	1,825,805	03/08/94

SCHEDULE B**FOREIGN TRADEMARK REGISTRATIONS & APPLICATIONS**

TITLE	REG. NO.	COUNTRY
TRAILMOBILE	1,413,037	ARGENTINA
T TRAIL/M MOBILE	1329714	ARGENTINA
T TRAIL M MOBILE	b211263	AUSTRALIA
TRAILMOBILE	a129338	AUSTRALIA
T/M & Design	62785	BENELUX
TRAILMOBILE	62784	BENELUX
TRAILMOBILE	2158299	BRAZIL
TRAILMOBILE	44/11849	CANADA
TRAILMOBILE & Design	175148	CANADA
TRAILMOBILE	355,925	CHILE
TRAILMOBILE	355,924	CHILE
T/M & Design	117955	COLOMBIA
TRAILMOBILE	169973	COLOMBIA
T/M & Design	21570	COSTA RICA
TRAILMOBILE	21125	COSTA RICA
T/M	111/1962	DENMARK
TRAILMOBILE	109/1962	DENMARK
T/M & Design	41114	EGYPT
TRAILMOBILE	41113	EGYPT
T/M & Design	39322	FINLAND
TRAILMOBILE	40305	FINLAND
T/M & Design	1329853	FRANCE
TRAILMOBILE	1517203	FRANCE
T/M	691500	GERMANY

TRAILMOBILE	687649	GERMANY
T TRAIL/M MOBILE	911677	GREAT BRITAIN
TRAILMOBILE	b898907	GREAT BRITAIN
TRAILMOBILE	919164	GREAT BRITAIN
TRAILMOBILE	919163	GREAT BRITAIN
TRAILMOBILE	741828	GREAT BRITAIN
TRAILMOBILE	211724b	INDIA
T/M	313492	ITALY
TRAILMOBILE	313493	ITALY
TRAILMOBILE	522137	JAPAN
T/M & Design	178557	KOREA
TRAILMOBILE	163559	KOREA
T/M & Design	412309	MEXICO
TRAILMOBILE	343953	MEXICO
TRAILMOBILE	b58850	NEW ZEALAND
T/M & Design	9070	NICARAGUA
TRAILMOBILE	9071	NICARAGUA
T/M	58629	NORWAY
TRAILMOBILE	58463	NORWAY
TRAILMOBILE	43583	PAKISTAN
TRAILMOBILE	71251	PERU
T/M & Design	b64/0367	REP. OF SOUTH AFRICA
T/M & Design	b77/5138	REP. OF SOUTH AFRICA
TRAILMOBILE	77/5139	REP. OF SOUTH AFRICA
TRAILMOBILE	64/0366	REP. OF SOUTH AFRICA

T/M & Design	533241	SPAIN
TRAILMOBILE	319137	SPAIN
T/M & Design	112053	SWEDEN
TRAILMOBILE	112052	SWEDEN
T/M in a Circle	526571	TAIWAN
T/M & Design	85640	TURKEY
TRAILMOBILE	84951	TURKEY
TRAILMOBILE	294.655	URUGUAY
TRAILMOBILE	294.654	URUGUAY
T/M & Design	30588	VENEZUELA
TRAILMOBILE	18743	VENEZUELA