

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H & H Trailer Co.		01/14/2010	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	H&H Acquisition of Iowa, LLC		
Street Address:	51790 County Road 39		
City:	Middlebury		
State/Country:	INDIANA		
Postal Code:	46540		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2600477	H & H TRAILER COMPANY BRADDYVILLE, IOWA WWW.HHTRAILER.COM	
Registration Number:	3192876	H&H TRAILERS	
CORRESPONDENCE DATA			
Fax Number:	(574)237-1125		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	574-237-1156		
Email:	michelle.horvath@btlaw.com		
Correspondent Name:	Gerard T. Gallagher, Barnes & Thornburg		
Address Line 1:	100 N. Michigan Street		
Address Line 2:	600 1st Source Bank Center		
Address Line 4:	South Bend, INDIANA 46601		
ATTORNEY DOCKET NUMBER:	42343.1		
NAME OF SUBMITTER:	Gerard T. Gallagher		
Signature:	/Gerard T. Gallagher/		

CH \$65.00 2600477

Date:

01/21/2010

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT dated as of January 14th, 2010 is made by Arbor Bank, a banking association ("Assignor") to H&H Acquisition of Iowa, LLC, an Iowa limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Sale Agreement (the "Purchase Agreement"), dated as of January 14th, 2010, by and among the Assignee and Assignor, Assignor is selling to Assignee under a UCC sale under Article 9 certain Intellectual Property of H & H Trailer Co., an Iowa corporation in which Assignor holds a security interest, including, to the extent assignable, all permits, licenses, franchises, authorizations and other intangible rights of H & H Trailer Co., an Iowa corporation relating to the Intellectual Property (terms not defined herein shall have the meanings assigned to them in the Purchase Agreement);

WHEREAS, the Intellectual Property includes (i) the trademark registrations and applications listed on Schedule 1 attached hereto (including common law rights in such marks) for the goods and/or services identified therein (the "Marks"); (ii) the copyright registrations listed on Schedule 2 attached hereto (the "Copyrights"); and (iii) the domain names, websites, URLs (Uniform Resource Locaters), URIs (Uniform Resource Indicators), and URNs (Uniform Resource Names) listed on Schedule 3 attached hereto; and

WHEREAS, to complete the transfer of the Intellectual Property to the Assignee pursuant to the Purchase Agreement, Assignor is willing to transfer the Intellectual Property, including the Marks, the Copyrights, the domain names, websites, URLs, URIs, URNs and any and all goodwill associated with the foregoing to the Assignee.


NOW, THEREFORE, Assignor, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, all of H & H Trailer Co., an Iowa corporation and/or such Assignor's right, title, benefit and interest in and to the Intellectual Property, including without limitation all of H & H Trailer Co., an Iowa corporation and/or Assignor's right, title, and interest in and to each of the Marks, the Copyrights, the domain names, websites, URLs, URIs and URNs, along with the following:

- (a) the goodwill of H & H Trailer Co., an Iowa corporation's business symbolized by and associated with the Intellectual Property, to the extent any such goodwill exists;
- (b) that portion of H & H Trailer Co., an Iowa corporation's previous business in connection with which it has a bona fide intent to use the Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
- (c) all rights to proceeds of the Intellectual Property, including, without limitation, any claim by H & H Trailer Co., an Iowa corporation against third parties for past, present, or future infringement of the Intellectual Property.

This Intellectual Property Assignment is delivered pursuant to the Purchase Agreement, and the provisions of this Intellectual Property Assignment and the transfer of the property hereunder are made subject to the terms and provisions of the Purchase Agreement and to the extent the provisions of this Intellectual Property Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment as of the date first above written.

ARBOR BANK

By: 
Mark Jepson, Executive Vice President

ACKNOWLEDGMENT AND QUIT CLAIM ASSIGNMENT

H & H Trailer Co., an Iowa corporation, to confirm the actions of Arbor Bank above, does hereby acknowledge and agree that Arbor Bank holds a security interest in the Intellectual Property as described above, that H & H Trailer Co., an Iowa corporation is in default of its obligations to Arbor Bank and that all interest of H & H Trailer Co., an Iowa corporation in and to the Intellectual Property have been transferred to H&H Acquisition of Iowa, LLC, an Iowa limited liability company by the above assignment and that H & H Trailer Co., an Iowa corporation hereby quit claims any right, title or interest of H & H Trailer Co., an Iowa corporation in and to the Intellectual Property as described above to H&H Acquisition of Iowa, LLC, an Iowa limited liability company to confirm the above assignment and authorizes the changing of any registrations for any Trademark or other registration to be transferred to H&H Acquisition of Iowa, LLC, an Iowa limited liability company.

Dated January 14, 2010

H & H Trailer Co., an Iowa corporation

By: Curtis Hull President

Curtis Hull President

SCHEDULE 1

TRADEMARKS

1. Canadian Trademark Registration No. TMA688777
2. U.S. Trademark Registration No. 3,192,876
3. U.S. Trademark Registration No. 2,600,477

SCHEDULE 2

COPYRIGHTS

None.

SCHEDULE 3

DOMAIN NAMES, WEBSITES, URLs, URIs, URNs

None.