

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XL SPECIALIZED TRAILERS, INC.		05/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Agent		
Street Address:	111 West Monroe, 12 West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4209516	XL SPECIALIZED TRAILERS	
Registration Number:	3650656	THE CHEATER	
Registration Number:	3716370	BLADEMATE	
Registration Number:	3583123	TOWERMATE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.134		

OP \$115.00 4209516

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/17/2013
<b>Total Attachments: 5</b> source=XL Trademark Security Agreement#page1.tif source=XL Trademark Security Agreement#page2.tif source=XL Trademark Security Agreement#page3.tif source=XL Trademark Security Agreement#page4.tif source=XL Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, this "Agreement"), dated as of May 17, 2013, is by XL SPECIALIZED TRAILERS, INC., a Delaware corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., as Agent ("Agent") for the Banks under the Credit Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Agent, and the parties thereto from time to time as Banks (collectively, the "Banks"), Agent and the Banks have agreed to make certain loans and other financial accommodations for the benefit of Grantor;

WHEREAS, Agent and the Banks are willing to enter into the Credit Agreement and make the loans and other financial accommodations pursuant and subject to the terms thereof on the condition, among others, that Grantor shall have executed and delivered to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions, and continuations of any of the foregoing, and all income, royalties, damages, and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present, or future infringements of any of the foregoing and the right to sue for past, present, and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Agent a continuing first-priority security interest in, and lien on, all of Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests and liens granted pursuant to this Agreement are granted in conjunction with the security interests and liens granted to Agent pursuant to the Security Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in, and lien on, the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois (without regard to its conflict of laws provisions).

8. TERMINATION. Upon the indefeasible payment in full in cash of all of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the commitments thereunder, the liens and security interests granted hereby shall automatically terminate and all rights to the Trademark Collateral shall revert to Grantor or any other Person entitled thereto, and at such time, Agent will authorize the filing of, and at the expense of Grantor deliver to Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by Grantor to terminate such liens and such security interests and take such further action as is reasonably requested by Grantor.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**XL SPECIALIZED TRAILERS, INC.**,  
a Delaware corporation

By   
Name: Steven C. Fairbanks  
Title: Chief Executive Officer

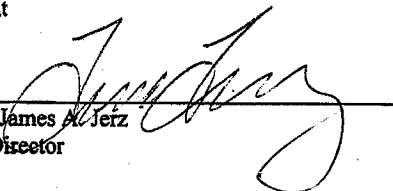
ACCEPTED AND ACKNOWLEDGED BY:

**BMO HARRIS BANK N.A.,**  
as Agent

By: \_\_\_\_\_

Name: James A. Jerz

Title: Director

A handwritten signature in black ink, appearing to read "James A. Jerz", is written over a horizontal line. The signature is cursive and extends above and below the line.

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005030 FRAME: 0682**

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Trademark Name</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark Status</b>
XL SPECIALIZED TRAILERS	85538106	2/9/12	4209516	9/18/12	Registered
THE CHEATER	77635647	12/18/08	3650656	7/7/09	Registered
BLADEMATE	77530258	7/24/08	3716370	11/24/09	Registered
TOWERMATE	77530254	7/24/08	3583123	3/3/09	Registered