

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Featherlite, Inc.	01/21/2009
RECEIVING PARTY DATA	
Name:	CP II UTC LLC
Street Address:	30 Rockefeller Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5887928
Patent Number:	D388024
Patent Number:	5528860
Patent Number:	D390814
Patent Number:	6789812
Patent Number:	5716175
CORRESPONDENCE DATA	
Fax Number:	(212)492-0562
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2123733562
Email:	menakaplan@paulweiss.com, hranucci@paulweiss.com
Correspondent Name:	Menachem Kaplan
Address Line 1:	1285 Avenue of the Americas
Address Line 2:	c/o Paul, Weiss, LLP
Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	17942-013

CH \$240.00 5887928

NAME OF SUBMITTER:

Menachem Kaplan

Total Attachments: 4

source=Featherlite Patent#page1.tif

source=Featherlite Patent#page2.tif

source=Featherlite Patent#page3.tif

source=Featherlite Patent#page4.tif

ASSIGNMENT FOR SECURITY

WHEREAS, Featherlite, Inc. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Junior Lien Security Agreement, dated January 21, 2009 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement"), in favor of CP II UTC LLC, in its capacity as Collateral Agent for certain agents and certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Liabilities.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of January 21, 2009.

GRANTOR:

FEATHERLITE, INC., a Minnesota
corporation

By: Thomas W. Frey

Name: Thomas W. Frey

Title: Chairman and Chief
Executive Officer

[Signature Page to Assignment for Security – Patents (Featherlite, Inc.)]

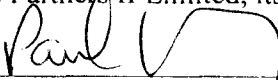
PATENT
REEL: 022137 FRAME: 0480

ACKNOWLEDGED AND AGREED:

COLLATERAL AGENT:

CP II UTC LLC, as Collateral Agent

By: Corporate Partners II Limited, its sole member

By: 
Name: *Paul J. Zepf*
Title: *Managing Principal*

[Signature Page to Assignment for Security – Patents (Featherlite, Inc.)]

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Patent and Patent Applications

Owned by Featherlite, Inc.

Patent Title	Patent No.	Issued	Current Owner
SLAM LATCH FOR HORSE TRAILER	5887928	03/20/99	Featherlite, Inc.
SIDE WALL FOR A SPREAD AXLE TRAILER	D388024	12/23/97	Featherlite, Inc.
GATE SCREW BACK-UP SYSTEM	5528860	06/25/96	Featherlite, Inc.
PERSONAL WATERCRAFT TRAILER	D390814	02/17/98	Featherlite, Inc.
VEHICLE ANTISWAY BAR	6789812	09/14/04	Featherlite, Inc.
SNOWMOBILE SKI HOLDDOWN ASSEMBLY FOR TRAILER AND METHOD	5716175	2/10/98	Featherlite, Inc.