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:	DYMAS FUNDING COMPANY, LLC, AS COLLATERAL AGENT		
Street Address:	ONE NORTH FRANKLIN		
Internal Address:	SUITE 3500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

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

500763079

Fax Number: (312)577-8756

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-577-8348

Email: cheryle.stone@kattenlaw.com

Correspondent Name: Cheryle Stone c/o Katten Muchin Rosenman

Address Line 1: 525 WEST MONROE STREET

Address Line 2: SUITE 1900

Address Line 4: CHICAGO, ILLINOIS 60661

PATENT

REEL: 022151 FRAME: 0374

5887928

UU UPC\$ HJ

ATTORNEY DOCKET NUMBER:	215577-00007	
NAME OF SUBMITTER:	Cheryle A. Stone	
Total Attachments: 4 source=Patent - Featherlite to Dymas#page1.tif		
source=Patent - Featherlite to Dymas#page2.tif source=Patent - Featherlite to Dymas#page3.tif		
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ASSIGNMENT FOR SECURITY

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

WHEREAS, the Assignor, has entered into that certain Second Amended and Restated Security Agreement, dated as of October 27, 2006 (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 Dymas Funding Company, 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.

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

GR	ANT	OR:	

		-			
		By: Name:	HERLITE, ation Thomas W. 1 Chairman &	pas (4) Frey	Free
					J
ACKN	IOWLEDGED AND AGREED:				
COLI	LATERAL AGENT:				
	AS FUNDING COMPANY, LLC, lateral Agent				
Ву:	Dymas Capital Management Company, LL its Manager	.C,			
	By: Name: Title:				

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, corporation	INC.	a	Minnesota
Ву:			
Name:			
Title:			

ACKNOWLEDGED AND AGREED:

COLLATERAL AGENT:

its Manager

DYMAS FUNDING COMPANY, LLC, as Collateral Agent

By: Dymas Capital Management Company, LLC,

Ву:

Name: __ Title: KENNETH B. LEONARD

MANAGING DIRECTOR

PATENT

REEL: 022151 FRAME: 0378

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Patent and Patent Applications

Owned by Featherlite, Inc.

RECORDED: 01/26/2009

Patent Title	Patent No.	Issued	Current Owner
SLAM LATCH FOR HORSE TRAILER	5887928	03/20/99	Featherlite, Inc.
SIDE WALL FOR A SPREAD AXLE	D388024	12/23/97	Featherlite, Inc.
TRAILER			
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	5716175	2/10/98	Featherlite, Inc.
ASSEMBLY FOR TRAILER AND			
METHOD			