

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMERICAN LAFRANCE, LLC		12/14/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PATRIARCH PARTNERS AGENCY SERVICES, LLC
<b>Street Address:</b>	227 West Trade Street, Suite 1400
<b>Internal Address:</b>	C/O Patriarch Partners LLC
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	693670	AMERICAN LAFRANCE
Registration Number:	966004	AMERICAN LAFRANCE
Registration Number:	2201732	AMERICAN LAFRANCE
Registration Number:	2201823	AMERICAN LAFRANCE
Registration Number:	2419377	AMERICAN LAFRANCE EAGLE
Registration Number:	2495070	CONDOR
Registration Number:	827121	KERSEY
Registration Number:	1468950	KERSEY
Registration Number:	868135	LADDER CHIEF
Registration Number:	2449920	METROPOLITAN
Registration Number:	2532493	SILVER EAGLE
Registration Number:	879879	SQURT
Registration Number:	939763	TELE SQURT

CH \$415.00 693670

Registration Number:	975880	TWINFLOW
Registration Number:	2494771	VANTAGE
Serial Number:	78551613	LIBERTY

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 80 State Street  
Address Line 2: 6th Floor  
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	02/10/2006

**Total Attachments: 7**  
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**TRADEMARK COLLATERAL SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL SECURITY AGREEMENT** (this "Assignment"), is made by and between AMERICAN LAFRANCE, LLC, a Delaware limited liability company ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the financial institutions party to the Credit Agreement referenced below.

**WHEREAS**, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

**WHEREAS**, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of December 14, 2005, among American LaFrance, LLC, as borrower, and the lenders from time to time party thereto (collectively, the "Lenders") and Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor entered into the Security Agreement dated as of even date therewith (the "Security Agreement");

**WHEREAS**, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

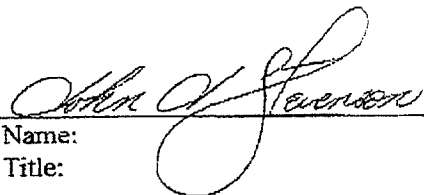
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the

benefit of the Lenders, a continuing security interest and lien in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

**ASSIGNOR:**

**AMERICAN LAFRANCE, LLC**

By:   
Name:  
Title:

**ASSIGNEE:**

**PATRIARCH PARTNERS AGENCY SERVICES, LLC, as Agent**

By: \_\_\_\_\_  
Name: Lynn Tilton  
Title: Manager

benefit of the Lenders, a continuing security interest and lien in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

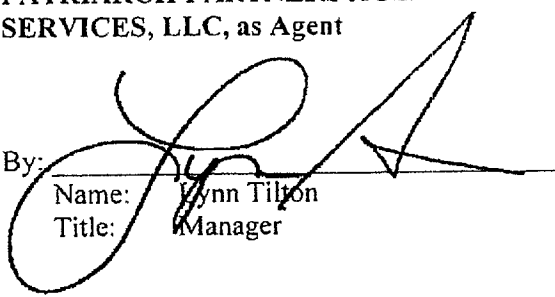
**ASSIGNOR:**

**AMERICAN LAFRANCE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**PATRIARCH PARTNERS AGENCY  
SERVICES, LLC, as Agent**

By:   
Name: Lynn Tilton  
Title: Manager

NY334336.5/2047-00043

**TRADEMARK  
REEL: 003245 FRAME: 0590**

SCHEDULE I

MARKS

Trademark Applications and Registrations

Trade/Service Marks – Issued U.S. Registrations

Mark	Goods/Services	Reg. No.	Reg. Date
AMERICAN LAFRANCE (5019-43913)	Class 23 – Engine driven fire apparatus	693,670	3/1/60
AMERICAN LAFRANCE (with eagle) (5019-43912)	Class 12 – Fire engine trucks, comprising pumping engines and ladders	966,004	8/14/73
AMERICAN LAFRANCE (5019-44507)	Class 12 – Truck parts and components, namely cabs, chassis and body structural parts	2,201,732	11/3/98
AMERICAN LAFRANCE and Design (eagle and maltese cross) (5019-45346)	Class 9 – Fire trucks and fire truck parts, namely body structural parts for fire trucks	2,201,823	11/3/98
AMERICAN LAFRANCE EAGLE (5019-45175)	Class 9 – Fire trucks and fire truck parts	2,419,377	1/09/2001
CONDOR (7593-1145)	Class 12 – Refuse hauling trucks	2,495,070	10/02/2001

Mark	Goods/Services	Reg. No.	Reg. Date
KERSEY (in circle) (5019-43921)	Class 19 – Haulage equipment—namely, rubber tired mine tractors, crawler tread tractors, rubber and rail wheel cars, trailers, personnel trailers, mine supply cars, self-unloading trailers, boss cars, utility trucks material hauling carts, gravity dump cars, hydraulic dump cars and mechanical dump cars; Class 21 – Electrical apparatus – namely electric motors and battery chargers	827,121	4/11/67
KERSEY (5019-43922)	Class 12 – Battery-powered tractors	1,468,950	12/15/87
LADDER CHIEF (5019-43915)	Class 9 – Motor vehicles comprising fire engines and specifically ladder trucks	868,135	4/15/69
METROPOLITAN (5019-52030)	Class 9 – Fire trucks	2,449,920	5/8/2001
SILVER EAGLE (5019-50977)	Class 6 – Metal serial ladders	2,532,493	1/22/02
SQURT (5019-50919)	Class 9 – Vehicle mounted mobile fire fighting equipment – namely, articulated boom water tower with remotely controlled water stream nozzle for use in fire fighting	879,879	11/4/69
TELE SQURT (5019-50920)	Class 9 – Vehicle mounted mobile fire fighting apparatus, namely, power operated water tower, boom with water stream nozzles attached thereto	939,763	8/1/72
TWINFLOW (script design) (5019-43916)	Class 7 – Fire pumps	975,880	1/1/74
VANTAGE (5019-51839)	Class 39 – Services for leasing emergency vehicles, namely leasing firetrucks, ladder trucks, ambulances and rescue units	2,494,771	10/2/2001

Notes: U.S. Registrations: Alphabetical by mark.

Next Action refers to next action requiring American LaFrance input. Codes that will be used:

“Ren” = Renewal; “Dec” = Section 8 and 15 Declaration

If any Supplemental registrations exist, they will be indicated by an “S” in front of the registration number.

**Trade/Service Marks – Pending U.S. Actual and Intent-to-Use Application**

Mark	ITU or Actual Use	Goods/ Services	Serial No.	Filing Date	Status
Liberty (5019-70328)	ITU	Class 9 – Fire Trucks	78/511,613	1/21/2005	Pending

**Trade/Service Marks – Issued Foreign Registrations**

Country	Mark	Goods/Services	Filing Date	Appl./Reg. No.
Australia (5019-45236)	AMERICAN LaFRANCE	Class 12 – Vehicles, trucks and parts therefor, including fire trucks and fire truck parts	06/20/96	Registered 6/20/96 Reg. No. 711149
Canada (5091-44275)	AMERICAN LaFRANCE	Class 1 – Fire extinguishing chemicals in liquid and powder form; and engine driven fire apparatus; hand-propelled, wheeled fire extinguishers; fire extinguishing systems; and hand fire extinguishers	08/25/72	Registered 2/15/74 Reg. No. 197, 480
Canada (5019-50934)	SQUIRT	Classes 7 and 9 – Vehicle mounted mobile fire fighting equipment, namely, articulated boom water tower with remotely controlled water stream nozzle for use in fire fighting	12/10/68	Registered 4/23/70 Reg. No. 168,722 Renewed 3/16/00



Country	Mark	Goods/Services	Filing Date	Appl./Reg. No.
Chile (5019-43799)	AMERICAN LaFRANCE	Class 9 – Fire extinguisher apparatus	10/1/85	Registered 10/3/85 Reg. No. 301,768 Renewed as Reg. No. 454,431
Mexico (5019-52284)	AMERICAN LaFRANCE	Class 12 – Fire trucks	5/19/99	Registered retroactive as of 5/31/99 Reg. No. 613,100
Saudi Arabia (5019-44550)	AMERICAN LaFRANCE and Design	Class 9 – Fire engine trucks comprising pumping engines and ladder trucks		Registered 12/30/86 Reg. No. 158/49

Notes: Foreign Registrations/Applications: These will be listed alphabetically by country and by mark. The "Next Action Required" column will be filled in as appropriate using the same codes (e.g. – "Ren" = Renewal) in the U.S. Report

#### Additional American LaFrance Trademarks

**Condor trademark, with the following exceptions/restrictions:**

1. Letter dated March 22, 2000 from David M. Martin, Controller of Time Condor Corporation, to Ramin Younessi at Freightliner Trucks outlining the terms of Freightliner's use of the Condor trademark.
2. Letter dated May 11, 2000 from David M. Martin, Controller of Time Condor Corporation, to Ramin Younessi at Freightliner Trucks stating that Freightliner is allowed to the use the trademark as "Condor" or "CONDOR".