

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haulmark Industries, Inc.		10/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East Ninth Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1943536	THE EDGE	
Registration Number:	2522221		
Registration Number:	1560766	HAULMARK	
Registration Number:	1809038	THRIFTY HAULER	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0052987-000010		

CH \$115.00 1943536

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	11/03/2006
Total Attachments: 3 source=jpmorgan-haulmark trademark assignment#page1.tif source=jpmorgan-haulmark trademark assignment#page2.tif source=jpmorgan-haulmark trademark assignment#page3.tif	

ASSIGNMENT FOR SECURITY – TRADEMARKS

October 27, 2006

WHEREAS, HAULMARK INDUSTRIES, INC., a Delaware corporation (the “Assignor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of October 27, 2006 (by and among the Assignor, Assignee (as defined below) and the other Loan Parties (as defined therein) as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Security Agreement”), in favor of JPMorgan Chase Bank, N.A., 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 Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks 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 the date first written above.

GRANTOR:

HAULMARK INDUSTRIES, INC., a Delaware corporation

By: 
Name: William H. Dabney, Jr.
Title: Vice President

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

TRADEMARK	REGISTRATION #	OWNER
THE EDGE	1,943,536	HAULMARK INDUSTRIES, INC.
DESIGN OF A CAP FOR A TRAILER VAN	2,522,221	HAULMARK INDUSTRIES, INC.
HAULMARK	1,560,766	HAULMARK INDUSTRIES, INC.
THRIFTY HAULER	1,809,038	HAULMARK INDUSTRIES, INC.