

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
Featherlite, Inc.		10/27/2006	CORPORATION: MINNESOTA

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: 15

Property Type	Number	Word Mark
Registration Number:	2136650	FEATHERLITE
Registration Number:	1647382	FEATHERLITE
Registration Number:	2154533	FEATHERLITE
Registration Number:	2029860	FEATHERLITE
Registration Number:	2063186	DIAMOND D
Registration Number:	2736438	DRIVING SUCCESS
Registration Number:	2144524	FEATHERLITE STL
Registration Number:	2142580	FEATHERLITE STL
Registration Number:	2151748	FEATHERLITE TRAILERS
Registration Number:	2135286	FEATHERLITE TRAILERS
Registration Number:	2247777	FEATHERLITE TRAILERS
Registration Number:	2151747	
Registration Number:	1453132	TOUCH OF CLASS

CH \$390.00 2136650

Registration Number:	2249651	FEATHERLITE
Registration Number:	2854250	SAFE. SECURE. SMART

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	11/03/2006

Total Attachments: 4
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ASSIGNMENT FOR SECURITY – TRADEMARKS

October 27, 2006

WHEREAS, FEATHERLITE, INC., a Minnesota 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 joinder thereto and as reaffirmed and amended pursuant to that certain Master Reaffirmation, Joinder and Amendment dated as of the date hereof 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.

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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 the date first written above.

GRANTOR:

FEATHERLITE, INC., a Minnesota corporation

By: 

Name: William H. Dabney, Jr.

Title: Vice President

TRADEMARKS, TRADEMARK APPLICATIONS, TRADEMARK LICENSES**A. Registered Trademarks****U.S. Registered Trademarks**

Trademark	Reg. No.	Reg. Date	Current Owner
FEATHERLITE (typed drawing); pocket knives, clocks, pens and letter openers, briefcases, travel bags, glassware, banners	2,136,650	02/17/98	Featherlite, Inc.
FEATHERLITE (typed drawing)	1,647,382	06/11/91	Featherlite, Inc.
FEATHERLITE (design plus words)	2,154,533	05/05/98	Featherlite, Inc.
FEATHERLITE (typed drawing)	2,029,860	01/14/97	Featherlite, Inc.
DIAMOND D (typed drawing)	2,063,186	05/20/97	Featherlite, Inc.
DRIVING SUCCESS (typed drawing); providing on-line newsletters	2,736,438	07/15/03	Featherlite, Inc.
FEATHERLITE STL (typed drawing)	2,144,524	03/17/98	Featherlite, Inc.
FEATHERLITE STL (design plus words)	2,142,580	03/10/98	Featherlite, Inc.
FEATHERLITE TRAILERS (design plus words)	2,151,748	04/21/98	Featherlite, Inc.
FEATHERLITE TRAILERS (design plus words)	2135286	02/10/98	Featherlite, Inc.
FEATHERLITE TRAILERS (design plus words)	2,247,777	05/25/99	Featherlite, Inc.
FEATHER (design only)	2,151,747	04/21/98	Featherlite, Inc.
TOUCH OF CLASS (typed drawing)	1,453,132	08/18/87	Featherlite, Inc.
FEATHERLITE (typed drawing)	2,249,651	06/01/99	Featherlite, Inc.
SAFE. SECURE. SMART (typed drawing)	2,854,250	06/15/04	Featherlite, Inc.

B. Trademark Applications

Pending U.S. Trademark Applications

Trademark	Serial No.	Filing Date	Current Owner
MEDALIST	78/817492	2/17/06	Featherlite, Inc.

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