

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roadmaster LLC		11/06/2008	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	450 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2620857	CAMPMASTER	
Registration Number:	2598628	PREDATOR	
Registration Number:	1796941	ROADMASTER	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2552		
Email:	marisa.kaplan@srz.com		
Correspondent Name:	Marisa Kaplan, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.0964		
NAME OF SUBMITTER:	Marisa Kaplan, Esq. (014951.0964)		

CH \$90.00 2620857

Signature:	/kc for mk/
Date:	11/07/2008
Total Attachments: 3 source=Trademark Grant of Security Interest for Roadmaster LLC#page1.tif source=Trademark Grant of Security Interest for Roadmaster LLC#page2.tif source=Trademark Grant of Security Interest for Roadmaster LLC#page3.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Roadmaster LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 6, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill 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 Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 6, 2008.

ROADMASTER LLC

By: *P. Martin Daley*
Name: P. MARTIN DALEY
Title: VICE PRESIDENT

STATE OF OREGON

ss.:

COUNTY OF LANE

On this 6th day of November, 2008, before me personally came P. MARTIN DALEY, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VICE PRESIDENT of Roadmaster LLC, an Indiana limited liability company, and that s/he executed the foregoing instrument in the firm name of ROADMASTER, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Melanie Rose
[Notary Seal]



Grant of a Security Interest (Trademark)

TRADEMARK
REEL: 003884 FRAME: 0907

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks and Trademark Applications

TRADEMARK	Status	Application Date	Serial Number	Registration Date	Registration Number	MARK
Campmaster	Registered	7/30/2001	76-293,061	9/17/2002	2,620,857	®
Expedition	Abandoned					None
FreightMaster	Abandoned					None
Johnnymaster	Abandoned	6/14/2005	78-650,511			None
MURV	Abandoned	6/3/2003	78-257,832			None
Overnighter	Abandoned					None
Performance	Abandoned					None
Predator	Registered	11/23/1999	75-856,109	7/23/2002	2,598,628	®
Roadmaster	Registered	7/16/1990	74-079,272	10/5/1993	1,796,941	®
Signature	Abandoned					None
TerrainMaster	Abandoned	10/10/2001	76-323,378			None
ValueLine	Abandoned					None