

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Featherlite, Inc.		01/21/2009	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 Bank: DISTRICT OF COLUMBIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2136650	FEATHERLITE
Registration Number:	1647382	FEATHERLITE
Registration Number:	2154533	FEATHERLITE
Registration Number:	2029860	FEATHERLITE
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:	2249651	FEATHERLITE
Registration Number:	2854250	SAFE. SECURE. SMART

CH \$490.00 2136650

Registration Number:	3417168	SUPERSTOCK
Registration Number:	2041882	FEATHERLITE
Registration Number:	3266403	MEDALIST
Serial Number:	77521497	YOUR LIFE. YOUR TRAILER. YOUR WAY.
Serial Number:	77354406	FEATHERLITE
Serial Number:	77270595	PERFECT FIT

CORRESPONDENCE DATA

Fax Number: (216)241-0816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216-622-8200
Email: ipdocket@calfee.com
Correspondent Name: Carol A. Costanza
Address Line 1: Calfee, Halter & Griswold LLP
Address Line 2: 800 Superior Avenue, Suite 1400
Address Line 4: Cleveland, OHIO 44114-2688

ATTORNEY DOCKET NUMBER:	32412/04000
NAME OF SUBMITTER:	Carol A. Costanza
Signature:	/cac/
Date:	01/29/2009

Total Attachments: 4
source=00475031#page1.tif
source=00475031#page2.tif
source=00475031#page3.tif
source=00475031#page4.tif

ASSIGNMENT FOR SECURITY

WHEREAS, Featherlite, Inc. (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 that certain 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 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.

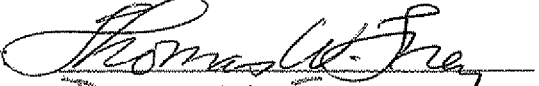
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[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 January 21, 2009.

GRANTOR:

FEATHERLITE, INC., a
Minnesota corporation

By: 
Name: Thomas W. Frey
Title: Chairman and Chief Executive Officer

ACKNOWLEDGED AND AGREED:

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature page to Assignment for Security--Trademarks]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 24, 2009.

GRANTOR:

FEATHERLITE, INC., a
Minnesota corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: *David J. Waugh*
Name: David J. Waugh
Title: Vice President

[Signature page to Assignment for Security--Trademarks]

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Owned by Featherlite, Inc.

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.
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)	2,135,286	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.
FEATHERLITE (typed drawing)	2,249,651	06/01/99	Featherlite, Inc.
SAFE. SECURE. SMART. (typed drawing)	2,854,250	06/15/04	Featherlite, Inc.
FEATHERLITE	2,136,650	02/17/98	Featherlite, Inc.
SUPERSTOCK	3,417,168	04/29/08	Featherlite, Inc.
Featherlite	2,041,882	3/4/97	Featherlite, Inc.
MEDALIST	3,266,403	7/17/07	Featherlite, Inc.
Your Life, Your Trailer, Your Way	77/521497	07/14/08	Featherlite, Inc.
Featherlite	77354406	12/18/07	Featherlite, Inc.
PERFECT FIT	77/270,595	09/04/07	Featherlite, Inc.