

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
Manac Trailers USA, Inc.		07/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company		
Street Address:	123 Front Street West, Suite 1400		
Internal Address:	P.O. Box 14		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2M2		
Entity Type:	Unlimited Liability Company: NOVA SCOTIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3537164	CPS	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1654417		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 3537164

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

08/18/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2009, by Manac Trailers USA, Inc., a Delaware corporation (“Grantor”), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited liability company, individually and in its capacity as Agent (in such capacity, “Agent”) for itself and the Secured Parties (as such term is defined in the Credit Agreement described below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Manac Inc., a Quebec company, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrower party thereto;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce the Secured Parties to make the Loans, to incur Letter of Credit Obligations, and to provide other financial accommodations to the Credit Parties as provided for in the Credit Agreement, Grantor has agreed to execute and deliver to Agent, for itself and the ratable benefit of the other Secured Parties, that certain Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the other Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the other Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANAC TRAILERS USA, INC.

By: *Lisa M. Mills*
Name: *Lisa M. Mills*
Title: *General Manager*

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY

By: _____
Name: _____
Title: _____

[Signature page to Trademark Security Agreement]

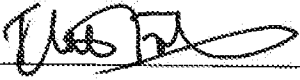
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANAC TRAILERS USA, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY

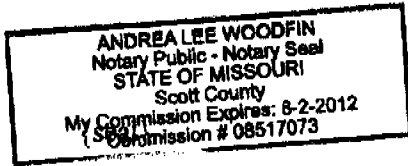
By:  _____
Name: _____
Title: **ITALO FORTINO**
DULY AUTHORIZED SIGNATORY

[Signature page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of Missouri)
County of Scott) ss.

On this 14 day of July, 2009 before me personally appeared Lisa Mills,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing
instrument on behalf of Manac Trailers USA, Inc., who being by me duly sworn did depose and
say that she is an authorized officer of said corporation, that the said instrument was signed on
behalf of said corporation as authorized by its Board of Directors and. that he acknowledged said
instrument to be the free act and deed of said corporation.



Andrea Lee Woodfin
Notary Public

[Notary acknowledgment to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark: CPS
No. CDN: TMA696,209
No. US: 3,537,164
Registration Date:

TRADEMARK APPLICATIONS

none

TRADEMARK LICENSES

none

SCHEDULE I

RECORDED: 08/18/2009

**TRADEMARK
REEL: 004047 FRAME: 0749**