

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme Leasing, LLC		02/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Halcore Group, Inc.		
Street Address:	3800 McDowell Road		
City:	Grove City		
State/Country:	OHIO		
Postal Code:	43123		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1781317	TRAUMAHAWK	
Registration Number:	2010589	INTERFLEET	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-570-1909		
Email:	tadmin@goodwinprocter.com		
Correspondent Name:	Gregory S. William		
Address Line 1:	Exchange Place, 53 State St.		
Address Line 2:	Goodwin Procter, Attn: TM Administrator		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	120132/177144		
NAME OF SUBMITTER:	Gregory S. William		
Signature:	/Gregory S. William/		

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Date:

02/22/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of February, 2010, by and between Acme Leasing, LLC, a Delaware limited liability company ("ACME") and Halcore Group, Inc., a corporation organized and existing under the laws of Indiana ("HALCORE").

WHEREAS, in connection with a financing arrangement for the benefit of HALCORE, HALCORE and ACME entered into a sale and lease-back arrangement, effective as of October 15, 2002 (the "Sale-Lease Agreement"), pursuant to which HALCORE conveyed to ACME the trademarks TRAUMAHAWK (US Reg. No. 1,781,317) and INTERFLEET (US Reg. No. 2,010,589) (collectively, the "Marks") and pursuant to which ACME licensed-back the Marks to HALCORE;

WHEREAS, ACME and HALCORE are parties to that certain letter agreement, dated as of the date hereof (the "Reacquisition Agreement"), pursuant to which ACME and HALCORE terminated the Sale-Lease Agreement and pursuant to which ACME has transferred and conveyed to HALCORE all of the assets previously held by ACME for the benefit of HALCORE under the Sale-Lease Agreement, including the Marks and the goodwill of the business symbolized thereby; and

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

ACME hereby confirms that it has assigned, conveyed and transferred, and does hereby assign, convey and transfer unto HALCORE, ACME's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by HALCORE, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for HALCORE's sole use and enjoyment.

ACME does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of HALCORE, its successors, assigns or legal representatives in accordance with the terms of this instrument.

HALCORE and ACME also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon HALCORE and ACME.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, ACME and HALCORE have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ACME LEASING, LLC

HALCORE GROUP, INC.

Name: Philip A. Martone

Name: _____

Signature: *Philip A. Martone*

Signature: _____

Title: Vice President

Title: _____

Signature Page - Trademark Assignment

TRADEMARK
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IN WITNESS WHEREOF, ACME and HALCORE have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ACME LEASING, LLC

HALCORE GROUP, INC.

Name: _____

Name: Michael L. Grimes

Signature: _____

Signature: MICHAEL L. GRIMES

Title: _____

Title: PRESIDENT & CEO