

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
American LaFrance, LLC		01/24/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	One Broadway, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2201732	AMERICAN LAFRANCE
Registration Number:	693670	AMERICAN LAFRANCE
Registration Number:	2201823	AMERICAN LAFRANCE
Registration Number:	966004	AMERICAN LAFRANCE
Registration Number:	2495070	CONDOR
Registration Number:	3649236	CONDOR
Registration Number:	1468950	KERSEY
Registration Number:	827121	KERSEY
Registration Number:	3613830	LIBERTY
Registration Number:	3166502	LIBERTY
Registration Number:	3328542	MEDIC MASTER
Registration Number:	2662372	MEDICMASTER
Registration Number:	2715144	MEDICMASTER
Registration Number:	3640105	CLEARPATH

CH \$615.00 2201732

TRADEMARK

Registration Number:	1063147	LTI
Registration Number:	2419377	AMERICAN LAFRANCE EAGLE
Registration Number:	2449920	METROPOLITAN
Registration Number:	1851080	RESCUE MASTER
Registration Number:	2532493	SILVER EAGLE
Registration Number:	975880	TWINFLOW
Registration Number:	879879	SQURT
Registration Number:	939763	TELE SQURT
Registration Number:	868135	LADDER CHIEF
Registration Number:	2494771	VANTAGE

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	975976-010
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/27/2014

Total Attachments: 10
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ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT

This **ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT** (this "Acknowledgement") is executed and delivered as of January 24, 2014, by and among American LaFrance, LLC, a Delaware limited liability company ("ALF"), ZOHAR CDO 2003-1, LIMITED, ZOHAR II 2005-1, LIMITED, ZOHAR III, Limited and ARK II CLO 2001-1, LTD. (collectively, the "Lenders"), and Patriarch Partners Agency Services, LLC, a Delaware limited liability company, as administrative agent for the Lenders (the "Administrative Agent").

RECITALS

A. Pursuant to the Amended and Restated Credit Agreement (as modified to the date hereof, the "Credit Agreement"), dated as of December 14, 2005 and amended and restated as of July 17, 2008, by and among ALF, the Lenders and the Administrative Agent, the Lenders made loans to ALF, and made other financial accommodations to or for the benefit of, ALF (the "Loans").

B. Pursuant to the Security Agreement (as modified to the date hereof, the "Security Agreement"), dated as of December 14, 2005, made by ALF in favor of the Administrative Agent, ALF granted the Administrative Agent, for the benefit of the Lenders and as security for the Loans, security interests in the "Collateral" under and as defined in the Security Agreement.

C. ALF subsequently defaulted in the performance of its obligations under the Credit Agreement.

D. The Lenders, ALF and Administrative Agent are parties to that certain Foreclosure Agreement (the "Foreclosure Agreement"), dated as of January 23, 2014, pursuant to which ALF tendered certain Collateral to Lenders in partial satisfaction of the principal amount of the Loans, including ALF's right, title and interest in, to and under all "Trademarks" and "Licenses" of "Trademarks" each under and as defined in the Security Agreement, together with all related books and records and all proceeds (as such term is defined in the UCC), products, offspring, rents, profits, royalties, revenues, issues, income, benefits, accessions, additions, substitutions and replacements thereof, including, without limitation, those set forth on Schedule A attached hereto (collectively, the "Marks").

E. Pursuant to a Bill of Sale dated as of the date hereof and as required under the Foreclosure Agreement, ALF assigned, transferred and delivered all of ALF's rights, title and interest in the Marks, among other Collateral, to the Administrative Agent, for the benefit of the Lenders.

F. ALF desires to acknowledge the assignment, transfer and delivery to Administrative Agent, on behalf of the Lenders, of its right, title and interest in, to and under the Marks pursuant to the Foreclosure Agreement and Bill of Sale.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the meanings set forth in the Foreclosure Agreement.

2. Acknowledgement of Assignment. ALF hereby acknowledges the assignment, transfer and delivery to Administrative Agent, on behalf of the Lenders, of all of its worldwide right, title and interest in, to and under the Marks, and the goodwill symbolized thereby and associated therewith, and all registrations and all applications to register the Marks and registrations of and renewals and extensions of the foregoing, for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of Administrative Agent's successors and assigns, on behalf of the Lenders, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Marks, if any, and collect the same for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of Administrative Agent's successors and assigns, on behalf of the Lenders, as fully and entirely as the same would have been held and enjoyed by ALF if the assignment, transfer and delivery had not been made, together with all income, royalties or payments due or payable to ALF as of the date of this Acknowledgement or that become due or payable in respect of the Marks thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. ALF authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record Administrative Agent, on behalf of the Lenders, as the assignee and owner of the Marks, and issue any and all registrations thereon to Administrative Agent, on behalf of the Lenders, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Administrative Agent, its successors, assigns or other legal representatives, on behalf of the Lenders.

4. Further Assurances. ALF hereby agrees to execute, acknowledge and deliver, upon the request of Administrative Agent, such additional documents prepared by Administrative Agent, on behalf of the Lenders, as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of Administrative Agent, on behalf of the Lenders, under, the Foreclosure Agreement, and this Acknowledgement of the assignment of all rights in and to the Marks worldwide, including all documents reasonably necessary to register in the name of Administrative Agent, on behalf of the Lenders, the assignment of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

5. No Use. ALF, for itself and on behalf of its successors and assigns, subsequent to the date hereof, covenants not to use, apply for, or register any of the Marks or use, apply for, or register any variation of the Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Marks, for any purpose in the United States or in any foreign country.

6. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by ALF subsequent to the date hereof, ALF will remit the same to Administrative Agent, on behalf of the Lenders, immediately in the form in which received, together with all necessary assignments and endorsements.

7. Binding Effect. This Acknowledgement will be binding upon ALF and inure to the benefit of Administrative Agent and its successors and assigns, on behalf of the Lenders.

8. Counterparts. This Acknowledgement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

9. Governing Law. THE VALIDITY AND CONSTRUCTION OF THIS ACKNOWLEDGEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANOTHER JURISDICTION'S LAWS.

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IN WITNESS WHEREOF, this Acknowledgement has been executed effective as of the date first set forth above.

AMERICAN LAFRANCE, LLC

By: *Robert Gray*
Name: ROBERT GRAY
Title: VICE PRESIDENT SALES

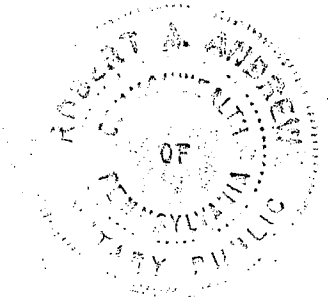
STATE OF PENNSYLVANIA

) SS:

COUNTY OF LANCASTER

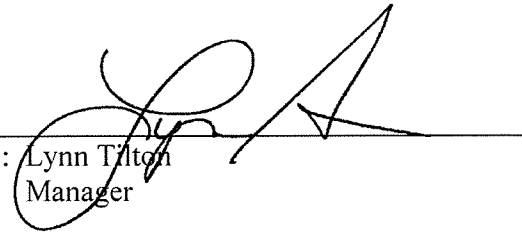
On this 25th day of Jan, 2014 before me, ROBERT GRAY, known to me to be V.P. of SALES of American LaFrance LLC, who acknowledged that she/he signed this instrument as a free act on behalf of American LaFrance, LLC.

Robert A. Andrew
Notary Public:
My commission expires: May 10, 2015



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Robert A. Andrew, Notary Public
Ephrata Boro, Lancaster County
My Commission Expires May 10, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

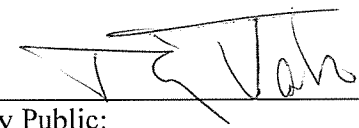
PATRIARCH PARTNERS AGENCY SERVICES, LLC, as the Administrative Agent

By: 
Name: Lynn Tilton
Title: Manager

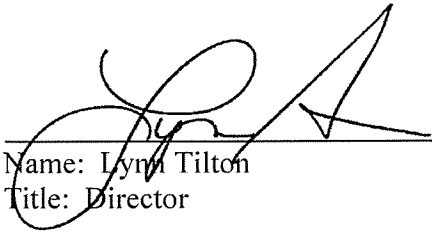
STATE OF New York)
) SS:

COUNTY OF New York)

On this 24th day of January, 2014 before me, Lynn Tilton, known to me to be the Manager of Patriarch Partners Agency Services, LLC, who acknowledged that she signed this instrument as a free act on behalf of Patriarch Partners Agency Services, LLC.


Notary Public:
My commission expires: **THERRY VAJAT DE CORDOVA**
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VA6264185
Qualified in Kings County
My Commission Expires June 25, 2016

ARK II CLO 2001-1, LTD.

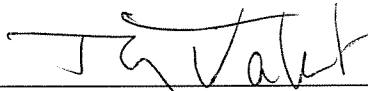
By: 
Name: Lynn Tilton
Title: Director

STATE OF New York)

) SS:

COUNTY OF New York)

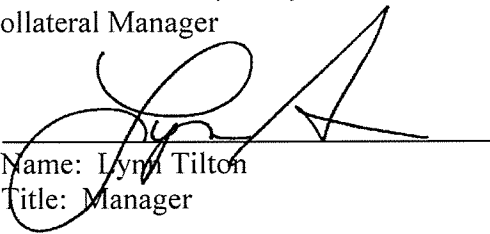
On this 24th day of January, 2014 before me, Lynn Tilton, known to me to be the Director of Ark II CLO 2001-1, LTD., who acknowledged that she signed this instrument as a free act on behalf of Ark II CLO 2001-1, LTD.


Notary Public:

My commission expires ~~THIS DAY~~ ~~EXPIRES~~ ~~CORDOVA~~
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VA6264185
Qualified in Kings County
My Commission Expires June 25, 2016

ZOHAR III, LIMITED

By: Patriarch Partners XV, LLC,
its Collateral Manager

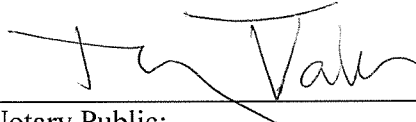
By: 
Name: Lynn Tilton
Title: Manager

STATE OF New York)

) SS:

COUNTY OF New York)

On this 24th day of January, 2014 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar III, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar III, Limited.



Notary Public:

My commission expires:
THIERRY VALAT DE CORDOVA
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VA6264185
Qualified In Kings County
My Commission Expires June 25, 2016

ZOHAR II 2005-1, LIMITED

By: Patriarch Partners XIV, LLC,
its Collateral Manager


By: 
Name: Lynn Tilton
Title: Manager

STATE OF New York)

) SS:

COUNTY OF New York)

On this 24th day of January, 2014 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar II 2005-1, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar II 2005-1, Limited.




Notary Public:

My commission expires: **THIERRY VALAT DE CORDOVA**
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VA6264185
Qualified in Kings County
My Commission Expires June 25, 2016

ZOHAR CDO 2003-1, LIMITED

By: Patriarch Partners VIII, LLC,
its Collateral Manager

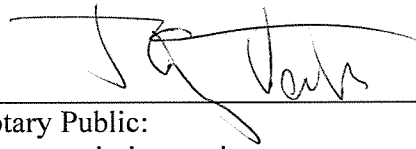
By: 
Name: Lynn Tilton
Title: Manager

STATE OF New York)

) SS:

COUNTY OF New York)

On this 24th day of January, 2014 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar CDO 2003-1, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar CDO 2003-1, Limited.



Notary Public:

My commission expires ~~_____~~
SHERY PALAT DE CORDOVA
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VA6264185
Qualified in Kings County
My Commission Expires June 25, 2016

SCHEDULE A

Marks

Trademark	Jurisdiction	Registration Number	Application Number
AMERICAN LAFRANCE	United States	2,201,732	75/069437
AMERICAN LAFRANCE	United States	693,670	72/063360
AMERICAN LAFRANCE (and Design)	United States	2,201,823	75/138698
AMERICAN LAFRANCE (and Design)	United States	966,004	72/404311
CONDOR	United States	2,495,070	75/931145
CONDOR (and Design)	United States	3,649,236	77/129220
KERSEY	United States	1,468,950	73/625013
KERSEY (and Design)	United States	827,121	72/231794
LIBERTY	United States	3,613,830	78/551613
LIBERTY (and Design)	United States	3,166,502	78/586321
MEDIC MASTER (and Design)	United States	3,328,542	77/092304
MEDICMASTER	United States	2,662,372	76/308166
MEDICMASTER	United States	2,715,144	76/307357
CLEARPATH	United States	3,640,105	77/068735
LTI (and Design)	United States	1,063,147	73/053093
AMERICAN LAFRANCE EAGLE	United States	2,419,377	75/121695
METROPOLITAN	United States	2,449,920	75/711537
RESCUE MASTER	United States	1,851,080	74/308608
SILVER EAGLE	United States	2,532,493	75/587815
TWINFLOW (Stylized)	United States	975,880	72/404312
SQURT	United States	879,879	72/294678
TELE SQURT	United States	939,763	72/384356
LADDER CHIEF	United States	868,135	72/305603
VANTAGE	United States	2,494,771	75/653190