

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
Iconic American Trucks, 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:	976999
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/29/2014

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to a Security Agreement of even date herewith with the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

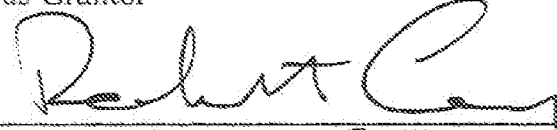
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

ICONIC AMERICAN TRUCKS, LLC
as Grantor

By:



Name: ROBERT GRAY

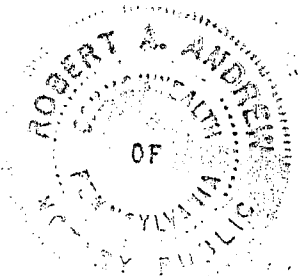
Title: VICE PRESIDENT SALES

ACKNOWLEDGMENT OF GRANTOR

STATE OF PENNSYLVANIA
)
COUNTY OF LANCASTER ss.

On this 25th day of January, 2014 before me personally appeared ROBERT GRAY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Iconic American Trucks, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Robert A. Andrew
Notary Public



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

SCHEDULE I
 TO
 TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

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

B. TRADEMARK APPLICATIONS

None

C. IP LICENSES

None