

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Trailer Holdings Corp.		11/27/2017	Corporation: DELAWARE
Universal Trailer Corporation		11/27/2017	Corporation: DELAWARE
Universal Trailer Cargo Group, Inc.		11/27/2017	Corporation: DELAWARE
Exiss Sooner, LLC		11/27/2017	Limited Liability Company: DELAWARE
Featherlite, Inc.		11/27/2017	Corporation: MINNESOTA
Universal Trailer Acceptance Corp.		11/27/2017	Corporation: DELAWARE
Sooner Trailer Manufacturing Company, LLC		11/27/2017	Limited Liability Company: DELAWARE
Universal Trailer of Indiana, LLC		11/27/2017	Limited Liability Company: DELAWARE
Universal Trailer of Oklahoma, LLC		11/27/2017	Limited Liability Company: DELAWARE
Universal Trailer of Pennsylvania, LLC		11/27/2017	Limited Liability Company: DELAWARE
Universal Trailer of Pennsylvania, L.P.		11/27/2017	Limited Partnership: DELAWARE
Universal Trailer Sales Company, LLC		11/27/2017	Limited Liability Company: DELAWARE
Internet Trailer, Inc.		11/27/2017	Corporation: DELAWARE
Universal Freight Express, LLC		11/27/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 67

TRADEMARK

900430174

REEL: 006216 FRAME: 0064

OP \$1690.00 87545440

Property Type	Number	Word Mark
Serial Number:	87545440	HAULMARK MOTORCOACH
Serial Number:	87543403	HEAT
Registration Number:	5267685	ARMORTECH
Registration Number:	5203159	TRANSPORT
Registration Number:	5021888	THRIFTY HAULER
Registration Number:	5017692	CARGOTRAC
Registration Number:	4092378	ULTRALAV
Registration Number:	4206637	PASSPORT
Registration Number:	3977707	FASTTRAC
Registration Number:	4212617	WELLS CARGO
Registration Number:	4134500	SINCE 1954 WELLS CARGO TRAILERS
Registration Number:	2919008	HAULMARK
Registration Number:	2888995	LOW HAULER
Registration Number:	2819959	V-TRACK
Registration Number:	4010108	FLEX
Registration Number:	3905382	GET MORE GO FURTHER
Registration Number:	3338373	THE EDGE
Registration Number:	2522221	
Registration Number:	2575910	ROAD FORCE
Registration Number:	2445650	AUTOSPORT
Registration Number:	1840450	AUTOWAGON
Registration Number:	1821208	MOTORTRAC
Registration Number:	1711542	CYCLEWAGON
Registration Number:	1415769	CARGOWAGON
Registration Number:	1560766	HAULMARK
Registration Number:	1180050	MINI WAGON
Registration Number:	1231797	SERVICE WAGON
Registration Number:	1180045	OFFICE WAGON
Registration Number:	1074958	FUNWAGON
Registration Number:	1126815	COMPAC VAN
Registration Number:	0902086	WORK WAGON
Registration Number:	0902085	EXPRESS WAGON
Registration Number:	0885755	TOTE WAGON
Serial Number:	86659808	HIGH GEAR
Registration Number:	2928986	UNIVERSAL TRAILER
Registration Number:	2929014	BY UNIVERSAL TRAILER
Registration Number:	2927960	
Registration Number:	2821139	UNIVERSAL TRAILER

Property Type	Number	Word Mark
Registration Number:	5277558	EXHIBITOR
Registration Number:	3990204	MILEY
Registration Number:	3276767	MILEY
Registration Number:	3001197	EXISS
Registration Number:	2323852	
Registration Number:	2444011	EVENT
Registration Number:	2282862	XS EXISS ALUMINUM TRAILERS
Registration Number:	2003036	EXISS
Registration Number:	1736416	SOONER
Registration Number:	5285075	FEATHERLITE
Registration Number:	5081810	LIBERTY
Registration Number:	4050201	IT ALL RIDES ON US
Registration Number:	3266403	MEDALIST
Registration Number:	3773283	STEP SAFE
Registration Number:	3687189	YOUR LIFE. YOUR TRAILER. YOUR WAY.
Registration Number:	3573462	PERFECT FIT
Registration Number:	3625327	FEATHERLITE
Registration Number:	2854250	SAFE. SECURE. SMART
Registration Number:	2029860	FEATHERLITE
Registration Number:	2154533	FEATHERLITE
Registration Number:	2247777	FEATHERLITE TRAILERS
Registration Number:	2249651	FEATHERLITE
Registration Number:	2142580	FEATHERLITE STL
Registration Number:	2144524	FEATHERLITE STL
Registration Number:	2151748	FEATHERLITE TRAILERS
Registration Number:	2151747	
Registration Number:	2135286	FEATHERLITE TRAILERS
Registration Number:	2136650	FEATHERLITE
Registration Number:	1647382	FEATHERLITE

CORRESPONDENCE DATA

Fax Number: 6142243246

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 614-462-1093

Email: ipdocketcolumbus@icemiller.com

Correspondent Name: Ice Miller LLP

Address Line 1: 250 West Street, Suite 700

Address Line 4: Columbus, OHIO 43215-7509

NAME OF SUBMITTER:	Barbara Bacon
SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	11/29/2017
Total Attachments: 14 source=Intellectual_Property_Security_Agreement#page1.tif source=Intellectual_Property_Security_Agreement#page2.tif source=Intellectual_Property_Security_Agreement#page3.tif source=Intellectual_Property_Security_Agreement#page4.tif source=Intellectual_Property_Security_Agreement#page5.tif source=Intellectual_Property_Security_Agreement#page6.tif source=Intellectual_Property_Security_Agreement#page7.tif source=Intellectual_Property_Security_Agreement#page8.tif source=Intellectual_Property_Security_Agreement#page9.tif source=Intellectual_Property_Security_Agreement#page10.tif source=Intellectual_Property_Security_Agreement#page11.tif source=Intellectual_Property_Security_Agreement#page12.tif source=Intellectual_Property_Security_Agreement#page13.tif source=Intellectual_Property_Security_Agreement#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

John THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”), dated as of the 27 day of November, 2017 (the “*Effective Date*”), is made and entered into by and between Universal Trailer Holdings Corp., a Delaware corporation (the “*UTHC*”), Universal Trailer Corporation, a Delaware corporation (“*UTC*”), Universal Trailer Cargo Group, Inc., a Delaware corporation (“*UTCG*”), Exiss Sooner, LLC, a Delaware limited liability company (“*Exiss*”), Featherlite, Inc., a Minnesota corporation (“*Featherlite*”), Universal Trailer Acceptance Corp., a Delaware corporation (“*UTAC*”), Sooner Trailer Manufacturing Company, LLC, a Delaware limited liability company (“*Sooner*”), Universal Trailer of Indiana, LLC, a Delaware limited liability company (“*UTP*”), Universal Trailer of Oklahoma, LLC, a Delaware limited liability company (“*UTO*”), Universal Trailer of Pennsylvania, LLC, a Delaware limited liability company (“*UTP LLC*”), Universal Trailer of Pennsylvania, L.P., a Delaware limited partnership (“*UTP LP*”), Universal Trailer Sales Company, LLC, a Delaware limited liability company (“*UTSC*”), Internet Trailer, Inc., a Delaware corporation (“*Internet*”), and Universal Freight Express, LLC, a Delaware limited liability company (“*UFE*”, and together with UTHC, UTC, UTCG, Exiss, Featherlite, UTAC, Sooner, UTI, UTO, UTP LLC, UTP LP, UTSC, and Internet, collectively, the “*Grantors*”, and each individually, a “*Grantor*”) and KeyBank National Association, a national banking association (“*Lender*”).

WITNESSETH:

WHEREAS, Lender has provided certain financial accommodations to Grantors (the “*Loans*”), pursuant to the terms and conditions of that certain Loan Agreement dated as of June 3, 2015 by and among the Lender and the Grantors (the “*Loan Agreement*”);

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Loan Agreement;

WHEREAS, to induce the Lender to make the Loans, Grantors granted a security interest in substantially all of the Grantors’ assets, including the IP Collateral (as defined below), pursuant to the terms and conditions of that certain Security Agreement dated as of June 3, 2015 by and among the Lender and the Grantors (the “*Security Agreement*”);

WHEREAS, Borrower has agreed to execute this Agreement with respect to the perfection of the IP Collateral; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*");

(c) the copyright registrations, applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Lender.

3. Loan Documents. This Agreement has been entered into pursuant to the Loan Agreement and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

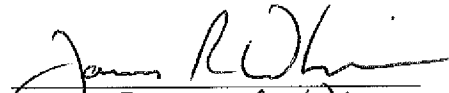
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[Signature Page Follows]

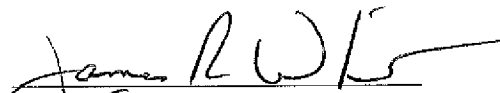
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first above written.

GRANTORS:

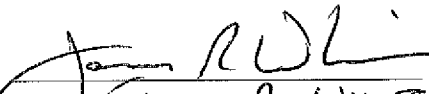
UNIVERSAL TRAILER HOLDINGS CORP.,
a Delaware corporation

By: 
Name: JAMES R. WHITE
Title: CFO

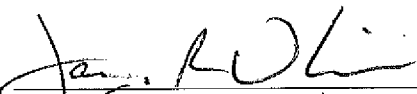
UNIVERSAL TRAILER CORPORATION,
a Delaware corporation

By: 
Name: JAMES R. WHITE
Title: CFO


FEATHERLITE, INC.,
a Minnesota corporation

By: 
Name: JAMES R. WHITE
Title: CFO

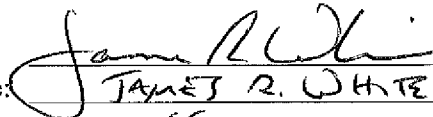
EXISS SOONER, LLC,
a Delaware limited liability company

By: 
Name: JAMES R. WHITE
Title: CFO

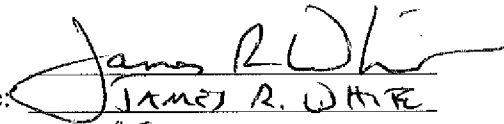
UNIVERSAL TRAILER SALES COMPANY, LLC,
a Delaware limited liability company

By: 
Name: JAMES R. WHITE
Title: CFO

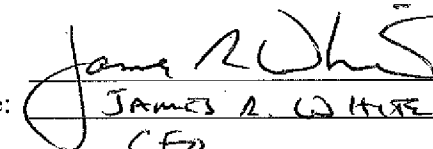
UNIVERSAL FREIGHT EXPRESS LLC,
a Delaware limited liability company

By: 
Name: JAMES R. WHITE
Title: CFO

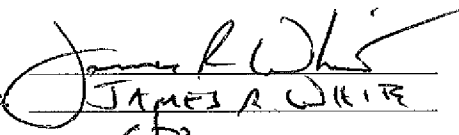
INTERNET TRAILER, INC.,
a Delaware corporation

By: 
Name: JAMES R. WHITE
Title: CFO

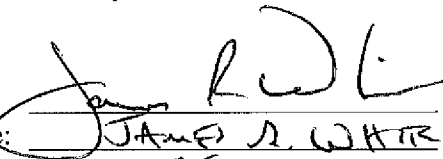
UNIVERSAL TRAILER ACCEPTANCE CORP.,
a Delaware corporation

By: 
Name: JAMES R. WHITE
Title: CFO


SOONER TRAILER MANUFACTURING
COMPANY, LLC,
a Delaware limited liability company

By: 
Name: JAMES R. WHITE
Title: CFO

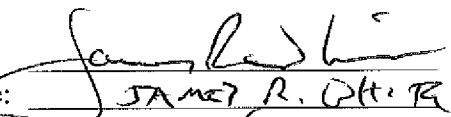
UNIVERSAL TRAILER CARGO GROUP, INC.,
a Delaware corporation

By: 
Name: JAMES R. WHITE
Title: CFO

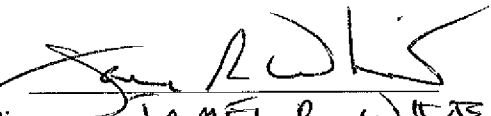
UNIVERSAL TRAILER OF PENNSYLVANIA,
LLC,
a Delaware limited liability company

By: 
Name: JAMES R. WHITE
Title: CEO

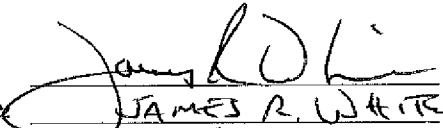
UNIVERSAL TRAILER OF PENNSYLVANIA,
L.P.,
a Delaware general partnership

By: 
Name: JAMES R. WHITE
Title: CEO

UNIVERSAL TRAILER OF INDIANA, LLC,
a Delaware limited liability company

By: 
Name: JAMES R. WHITE
Title: CEO

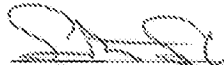
UNIVERSAL TRAILER OF OKLAHOMA, LLC,
a Delaware limited liability company

By: 
Name: JAMES R. WHITE
Title: CEO

Accepted and agreed to as of the date and year first above written.

LENDER:

KEYBANK NATIONAL ASSOCIATION


By: 
Name: Scott Saeed
Title: VP

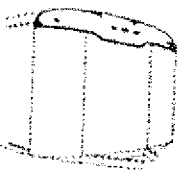
SCHEDULE 1**PATENTS AND PATENT APPLICATIONS**








Title	Assignee	Application No. Filing Date	Patent No. Issue Date
INDEPENDENT ADJUSTABLE AXLE SUSPENSION SYSTEM	Universal Trailer Cargo Group, Inc.	11/933,746 11/01/2007	7,775,529 08/17/2010
TRAILER FRAME	Universal Trailer Cargo Group, Inc.	10/979,351 11/02/2004	7,287,780 10/30/2007
FLEXIBLE MOUNT SYSTEM	Universal Trailer Cargo Group, Inc.	09/910,112 07/20/2001	6,663,159 12/16/2003
PORTION OF AN INTEGRATED A FRAME AND I BEAM TRAILER FRAME	Universal Trailer Cargo Group, Inc.	29/194,020 11/18/2003	D518,758 04/11/2006
HORSE TRAILER INTERIOR PARTITION LATCHING SYSTEM	Exiss Sooner, LLC	10/826,600 04/16/2004	7,040,253 05/09/2006
FLUSH INTERLOCKING SIDEWALL MOUNTED SLAM LATCH	Exiss Sooner, LLC	10/042,838 01/09/2002	6,895,897 05/24/2005
SLAM LATCH FOR HORSE TRAILER	Featherlite, Inc.	08/948,214 10/09/1997	5,887,928 03/30/1999






SCHEDULE 2


TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Owner	Serial No. Filing Date	Registration No. Registration Date
HAULMARK MOTORCOACH	Universal Trailer Cargo Group, Inc.	87545440 07/27/2017	Pending
HEAT	Universal Trailer Cargo Group, Inc.	87543403 07/26/2017	Pending
ARMORTECH	Universal Trailer Cargo Group, Inc.	87209708 10/20/2016	5267685 08/15/2017
TRANSPORT	Universal Trailer Cargo Group, Inc.	87022699 05/03/2016	5203159 05/16/2017
THRIFTY HAULER	Universal Trailer Cargo Group, Inc.	86863161 12/31/2015	5021888 08/16/2016
CARGOTRAC	Universal Trailer Cargo Group, Inc.	86863181 12/31/2015	5017692 08/09/2016
ULTRALAV	Universal Trailer Cargo Group, Inc.	85312376 05/04/2011	4092378 01/24/2012
PASSPORT	Universal Trailer Cargo Group, Inc.	85167953 11/03/2010	4206637 09/11/2012
FASTTRAC	Universal Trailer Cargo Group, Inc.	85167955 11/03/2010	3977707 06/14/2011
	Universal Trailer Cargo Group, Inc.	85387085 08/02/2011	4212617 09/25/2012
	Universal Trailer Cargo Group, Inc.	85377574 07/21/2011	4134500 05/01/2012
	Universal Trailer Cargo Group, Inc.	78336556 12/04/2003	2919008 01/18/2005
LOW HAULER	Universal Trailer Cargo Group, Inc.	78232518 04/01/2003	2888995 09/28/2004
V-TRACK	Universal Trailer Cargo Group, Inc.	78232527 04/01/2003	2819959 03/02/2004
FLEX	Universal Trailer Cargo Group, Inc.	77941259 02/22/2010	4010108 08/09/2011
GET MORE GO FURTHER	Universal Trailer Cargo Group, Inc.	77837193 09/29/2009	3905382 01/11/2011

Mark	Owner	Serial No. Filing Date	Registration No. Registration Date
THE EDGE	Universal Trailer Cargo Group, Inc.	77084004 01/16/2007	3338373 11/20/2007
	Universal Trailer Cargo Group, Inc.	76153492 10/25/2000	2522221 12/25/2001
ROAD FORCE	Universal Trailer Cargo Group, Inc.	76255713 05/11/2001	2575910 06/04/2002
AUTOSPORT	Universal Trailer Cargo Group, Inc.	75706273 05/14/1999	2445650 04/24/2001
AUTOWAGON	Universal Trailer Cargo Group, Inc.	74427343 08/20/1993	1840450 06/21/1994
MOTORTRAC	Universal Trailer Cargo Group, Inc.	74402179 06/16/1993	1821208 02/15/1994
CYCLEWAGON	Universal Trailer Cargo Group, Inc.	74225962 11/27/1991	1711542 09/01/1992
CARGOWAGON	Universal Trailer Cargo Group, Inc.	73590890 03/31/1986	1415769 11/04/1986
HAULMARK	Universal Trailer Cargo Group, Inc.	73787332 03/17/1989	1560766 10/17/1989
MINI WAGON	Universal Trailer Cargo Group, Inc.	73291886 01/05/1981	1180050 12/01/1981
SERVICE WAGON	Universal Trailer Cargo Group, Inc.	73275389 08/22/1980	1231797 03/22/1983
OFFICE WAGON	Universal Trailer Cargo Group, Inc.	73274127 08/14/1980	1180045 12/01/1981
funWagon	Universal Trailer Cargo Group, Inc.	73113058 01/18/1977	1074958 10/11/1977
Compac Van	Universal Trailer Cargo Group, Inc.	73071596 12/12/1975	1126815 11/20/1979
WORK WAGON	Universal Trailer Cargo Group, Inc.	72333467 07/24/1969	0902086 11/10/1970
EXPRESS WAGON	Universal Trailer Cargo Group, Inc.	72333466 07/24/1969	0902085 11/10/1970
TOTE WAGON	Universal Trailer Cargo Group, Inc.	72308832 10/03/1968	0885755 02/10/1970
HIGH GEAR	Universal Trailer Corporation	86659808 06/11/2015	Pending

Mark	Owner	Serial No. Filing Date	Registration No. Registration Date
 UNIVERSAL T R A I L E R	Universal Trailer Corporation	78379614 03/05/2004	2928986 03/01/2005
 BY UNIVERSAL TRAILER	Universal Traller Corporation	78381957 03/10/2004	2929014 03/01/2005
	Universal Trailer Corporation	78365104 02/09/2004	2927960 02/22/2005
UNIVERSAL TRAILER	Universal Trailer Corporation	78161516 09/06/2002	2821139 03/09/2004
EXHIBITOR	Exiss Sooner, LLC	87046932 05/23/2016	5277558 08/29/2017
MILEY	Exiss Sooner, LLC	85220643 01/19/2011	3990204 07/05/2011
	Exiss Sooner, LLC	78603025 04/06/2005	3276767 08/07/2007
	Exiss Sooner, LLC	78379263 03/05/2004	3001197 09/27/2005
	Exiss Sooner, LLC	75623496 01/19/1999	2323852 02/29/2000
EVENT	Exiss Sooner, LLC	75816799 10/07/1999	2444011 04/17/2001
	Exiss Sooner, LLC	75455959 03/24/1998	2282862 10/05/1999
EXISS	Exiss Sooner, LLC	75002260 10/06/1995	2003036 09/24/1996
SOONER	Exiss Sooner, LLC	74267479 04/20/1992	1736416 12/01/1992
FEATHERLITE	Featherlite, Inc.	87335355 02/14/2017	5285075 09/12/2017
LIBERTY	Featherlite, Inc.	86968057 04/07/2016	5081810 11/15/2016

Mark	Owner	Serial No. Filing Date	Registration No. Registration Date
IT ALL RIDES ON US	Featherlite, Inc.	85043441 05/20/2010	4050201 11/01/2011
MEDALIST	Featherlite, Inc.	78817492 02/17/2006	3266403 07/17/2007
STEP SAFE	Featherlite, Inc.	77707378 04/06/2009	3773283 04/06/2010
YOUR LIFE. YOUR TRAILER. YOUR WAY.	Featherlite, Inc.	77521497 07/14/2008	3687189 09/22/2009
PERFECT FIT	Featherlite, Inc.	77270595 09/04/2007	3573462 02/10/2009
FEATHERLITE	Featherlite, Inc.	77354406 12/18/2007	3625327 05/26/2009
SAFE. SECURE. SMART	Featherlite, Inc.	76200254 01/29/2001	2854250 06/15/2004
FEATHERLITE	Featherlite, Inc.	75000866 10/02/1995	2029860 01/14/1997
 FEATHERLITE	Featherlite, Inc.	75118235 06/13/1996	2154533 05/05/1998
	Featherlite, Inc.	75478565 05/04/1998	2247777 05/25/1999
FEATHERLITE	Featherlite, Inc.	75478499 05/04/1998	2249651 06/01/1999
	Featherlite, Inc.	75252587 03/06/1997	2142580 03/10/1998
FEATHERLITE STL	Featherlite, Inc.	75252580 03/06/1997	2144524 03/17/1998
	Featherlite, Inc.	75118238 06/13/1996	2151748 04/21/1998
	Featherlite, Inc.	75118236 06/13/1996	2151747 04/21/1998

Mark	Owner	Serial No. Filing Date	Registration No. Registration Date
	Featherlite, Inc.	75110426 05/28/1996	2135286 02/10/1998
FEATHERLITE	Featherlite, Inc.	75110412 05/28/1996	2136650 02/17/1998
FEATHERLITE	Featherlite, Inc.	74079779 07/20/1990	1647382 06/11/1991

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.