

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Curt Manufacturing, LLC		12/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&I Marshall & Ilsley Bank		
<b>Street Address:</b>	770 North Water Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	banking corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85054751	THE FIRST NAME IN TOWING PRODUCTS	
<b>Serial Number:</b>	85054947	BRING IT	
<b>Serial Number:</b>	85063322	CCCC	
<b>Serial Number:</b>	85066821	EURO MOUNT	
<b>Registration Number:</b>	3153311	CURT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414 277 5675		
<b>Email:</b>	marta.levine@quarles.com		
<b>Correspondent Name:</b>	Marta S. Levine		
<b>Address Line 1:</b>	Quarles & Brady LLP		
<b>Address Line 2:</b>	411 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		

**CH \$140.00 85054751**

ATTORNEY DOCKET NUMBER:	630027.00299
NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	01/11/2011
<b>Total Attachments: 5</b> source=CurtManufacturing_ConfirmatorySecurityInterestInIP#page1.tif source=CurtManufacturing_ConfirmatorySecurityInterestInIP#page2.tif source=CurtManufacturing_ConfirmatorySecurityInterestInIP#page3.tif source=CurtManufacturing_ConfirmatorySecurityInterestInIP#page4.tif source=CurtManufacturing_ConfirmatorySecurityInterestInIP#page5.tif	

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of December 29, 2010, by and from CURT MANUFACTURING, LLC (the "Assignor"), a Delaware limited liability company, whose principal address is 6208 Industrial Drive, Eau Claire, WI 54701, to and in favor of M&I MARSHALL & ILSLEY BANK, whose principal address is 770 N. Water Street, Milwaukee, WI 53202, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Curt Acquisition Corporation, a Delaware corporation, and the Assignor (each a "Borrower" and, collectively, the "Borrowers"), Assignee, as administrative agent, and the Lenders, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers (including Assignor), Curt Holdings Corporation, a Delaware corporation, and Curt International, LLC, a Wisconsin limited liability company, as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

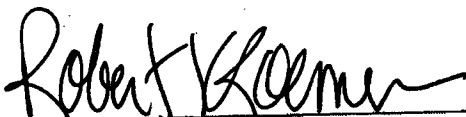
- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon the payment in full of all Obligations (other than contingent indemnity obligations), Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

CURT MANUFACTURING, LLC

By:   
Name: Bob Roemer  
Title: Chief Financial Officer

Signature Page to Confirmatory Assignment of Security Interest  
in United States Patents, Trademarks and Copyrights

TRADEMARK  
REEL: 004451 FRAME: 0085

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

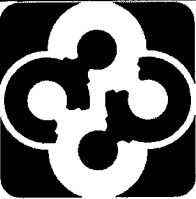

**Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS**

**Patents and Patent Registrations of Curt Manufacturing, LLC**

<b>Patent Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Grant No.</b>	<b>Grant Date</b>
Ball Hitch Assembly	07/687,631	Apr. 19, '91	5,169,168	Dec. 8, '92
Corresponding Canadian case	609,745	Aug. 29, '89	1,325,445	Dec. 21, '93
Trailer Hitch	10/353,515	Jan. 29, '03	6,846,000	Jan. 25, '05
Trailer Hitch (divisional)	11/006,246	Dec. 6, '04	6,935,650	Aug. 30, '05
Single Handed Controlled Trailer Hitch	11/395,616	Mar. 31, '06	7,543,837	Jun. 9, '09
Hitch (Hollow Mount)	11/126,722	May 11, '05	7,195, 269	Mar. 27, '07
Hitch (Hollow Mount design 1)	29/231,099	Jun. 1, '05	D519,065	Apr. 18, '06
Bridge Section of Hitch (Hollow Mount design 2)	29/231,105	Jun. 1, '05	D537,759	Mar. 6, '07
Sloped Faced Hitch (Hollow Mount design 3)	29/231,102	Jun. 1, '05	D530,652	Oct. 24, '06
Skid Plate (design) for Fifth Wheel Hitch	29/257,292	Mar. 31, '06	D560,143	Jan. 22, '08
Base (design) for Fifth Wheel Hitch	29/257,291	Mar. 31, '06	D572,633	Jul. 8, '08
Trailer Hitch	11/395,340	Mar. 31, '06	7,475,899	Jan. 13, '09
Moveable Hitch With Stress-Free, Elevated Bearing Guide	11/758,430	Jun. 5, '07	7,584,982	Sep. 8, '09
Bicolored Angled Ball Hitch	29/335,925	Apr. 24, '09	D623,097	Sep. 7, '10
Bicolored Drop Ball Hitch	29/335,935	Apr. 24, '09	D623,098	Sep. 7, '10
Bicolored Curve Ball Hitch	29/335,942	Apr. 24, '09	D623,561	Sep. 14, '10
Angled Ball Hitch	29/335,947	Apr. 24, '09	D610,492	Feb. 23, '10
Drop Ball Hitch	29/335,949	Apr. 24, '09	D610,493	Feb. 23, '10
Curve Ball Hitch	29/335,950	Apr. 24, '09	D610,954	Mar. 2, '10
Bicolored Sided Angled Ball Hitch	29/335,955	Apr. 24, '09	D623,562	Sep. 14, '10
Bicolored Sided Drop Ball Hitch	29/335,957	Apr. 24, '09	D623,563	Sep. 14, '10
Bicolored Sided Curve Ball Hitch	29/335,958	Apr. 24, '09	D626,895	Nov. 9, '10

Angled Sided Ball Hitch	29/335,962	Apr. 24, '09	D623,564	Sep. 14, '10
Drop Sided Ball Hitch	29/335,963	Apr. 24, '09	D610,051	Feb. 16, '10
Curve Sided Ball Hitch	29/335,964	Apr. 24, '09	D610,494	Feb. 23, '10
Truck Bed Hitch Attachment (Puck Design)	61/371,577	Aug. 6, '10		
Offset Truck Bed Hitch Attachment	61/376,895	Aug. 25, '10		
S-Hook with Safety Latch	711,438	Sep. 6, 1996	5,664,304	September 9, 1997
Folding Hitch Safety Latch	649,883	May 13, 1996	5,755,452	May 26, 1998
Fail Safe Retractable Hitch	09/941,083	August 28, 2001	6,533,308 B1	March 18, 2003
Fail Safe Retractable Hitch	29/151,764	Nov. 5, 2001	D472,188 S	March 25, 2003
Ball Hitch	10/192,392	July 10, 2002	6,709,002 B2	March 23, 2004

Trademarks and Trademark Registrations of Curt Manufacturing, LLC

Trademark Title	Serial No.	Filing Date	Grant No.	Grant Date
CURT	78/638,952	May 27, '05	3,153,311	Oct. 10, '06
THE FIRST NAME IN TOWING PRODUCTS	85/054,751	Jun. 5, '10		
BRING IT	85/054,947	Jun. 5, '10		
	85/063,322	Jun. 15, '10		
	85/066,821	Jun. 18, '10		