

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
Patriarch Partners Agency Services, LLC		01/24/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Iconic American Trucks, LLC
Street Address:	2550 Highway 52
City:	Moncks Corner
State/Country:	SOUTH CAROLINA
Postal Code:	29461
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

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:	01/28/2014

Total Attachments: 11
source=1-27-14 Patriarch Partners Agency Services 1-TM#page1.tif
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TRADEMARK ASSIGNMENT

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

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 the Initial Assignor, the Lender Assignors and the Administrative Agent, the Lender Assignors made loans to the Initial Assignor, and made other financial accommodations to or for the benefit of, the Initial Assignor (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 the Initial Assignor in favor of the Administrative Agent, as confirmed, the Initial Assignor granted the Administrative Agent, for the benefit of the Lender Assignors and as security for the Loans, security interests in the "Collateral" under and as defined in the Security Agreement.

C. The Initial Assignor subsequently defaulted in the performance of its obligations under the Credit Agreement.

E. The Lender Assignors, the Initial Assignor and Administrative Agent are parties to that certain Foreclosure Agreement (the "Foreclosure Agreement"), dated as of January 23, 2014, pursuant to which the Initial Assignors tendered certain Collateral to Lenders Assignors in partial satisfaction of the principal amount of the Loans, including the Initial Assignor'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 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").

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

G. The Administrative Agent, on behalf of the Lender Assignors, now desires to sell, assign, transfer, convey and deliver to the Assignee its and the Lender Assignors' respective right, title and interest in, to and under the Marks and the Assignee desires to acquire the Marks and the goodwill associated therewith. The Assignee is acquiring that portion of the business to which the Marks pertain and that portion is ongoing and existing.

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. Assignment. The Administrative Agent, on behalf of the Lender Assignors, hereby sells, assigns, transfers and conveys to the Assignee all of its and the Lender Assignors' respective 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 the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors and assigns, 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 the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Administrative Agent, on behalf of the Lender Assignors, if this assignment and sale had not been made, together with all income, royalties or payments due or payable to the Initial Assignors, the Administrative Agent or the Lender Assignors as of the date of this Assignment 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 the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
3. Recordation. The Initial Assignors, the Administrative Agent and the Lender Assignors authorize and request the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record the Assignee as the assignee and owner of the Marks, and issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.
4. Further Assurances. The Initial Assignors, the Administrative Agent and the Lender Assignors hereby agree to execute, acknowledge and deliver, upon the request of the Assignee, such additional documents prepared by the Assignee as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of the Assignee under, this Assignment in and to the Marks worldwide, including all documents reasonably necessary to register in the name of the Assignee 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. The Initial Assignors, the Administrative Agent and the Lender Assignors, for themselves and on behalf of their respective successors and assigns, subsequent to the date hereof, covenant 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 the Initial Assignor, the Administrative Agent or the Lender Assignors subsequent to the date hereof, the Initial Assignors, the Administrative Agent and the Lender Assignors will remit the same to the Assignee immediately in the form in which received, together with all necessary assignments and endorsements.
7. Binding Effect. This Assignment will be binding upon the Initial Assignors, the Administrative Agent and the Lender Assignors and inure to the benefit of the Assignee and their respective successors and assigns.
8. Counterparts. This Assignment 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 ASSIGNMENT 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 Assignment has been executed effective as of the date first set forth above.

AMERICAN LAFRANCE, LLC

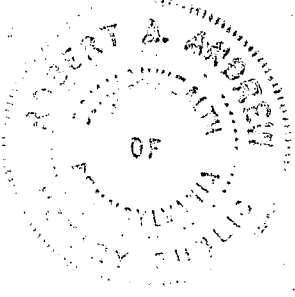
By: Robert Gray
Name: ROBERT GRAY
Title: VICER PRESIDENT SALES

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

ZOHAR CDO 2003-1, LIMITED

By: Patriarch Partners VIII, LLC,
its Collateral Manager

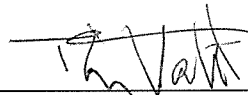
By: 
Name: Lynn Tilton
Title: Manager

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.

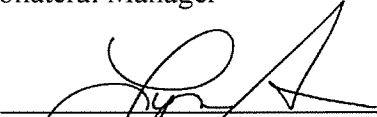


Notary Public:

My commission expires ~~THIRTY-THREE~~ THIRTY-THREE ~~OR DOVA~~
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:

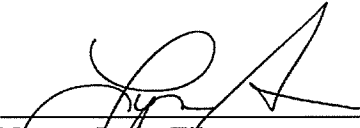
COUNTY OF New York)

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

ICONIC AMERICAN TRUCKS, LLC

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

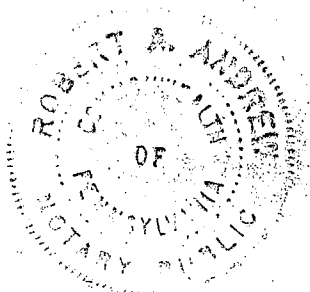
STATE OF PENNSYLVANIA

) SS:

COUNTY OF LANCASTER)

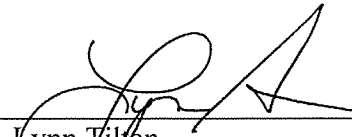
On this 25th day of Jan, 2014 before me, ROBERT GRAY, known to me to be V.P. of SALES of Iconic American Trucks, LLC, who acknowledged that she/he signed this instrument as a free act on behalf of Iconic American Trucks, LLC.

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:
HERRY VALAT DE CORDOVA
My Commission Expires:
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