

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343747

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEIL TRAILER INTERNATIONAL, LLC		06/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
SERVA CORPORATION		06/04/2015	CORPORATION: TEXAS
SERVA GROUP LLC		06/04/2015	CORPORATION: DELAWARE
SG HOLDINGS I LLC		06/04/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Bank, as Agent
Street Address:	1185 Avenue of the Americas, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Utah State Bank: UTAH

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3062976	GOING THE EXTRA MILE FOR YOU!
Registration Number:	1684376	K KALYN
Registration Number:	1684375	SIEBERT
Registration Number:	3890740	SIEBERT WIND
Serial Number:	86151509	PRISM
Serial Number:	85818105	FACET
Registration Number:	3421862	SERVAVIEW
Registration Number:	3471581	ACM
Registration Number:	3862800	SERVA
Serial Number:	86363979	IMAST
Serial Number:	86363998	IMILL
Registration Number:	3401217	SERVACEMENTING

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James Murray
SIGNATURE:	/Michael Barys/
DATE SIGNED:	06/05/2015

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of June 4, 2015, by each of the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of ALLY BANK, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 4, 2015 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), among HEIL TRAILER INTERNATIONAL, LLC, a Delaware limited liability company (the "Company"), THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and ALLY BANK, as Agent.

WHEREAS, each Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement

conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. SUBORDINATION AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally Bank, as Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally Bank, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Subordination Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Subordination Agreement and the terms of this Trademark Security Agreement, the terms of the Subordination Agreement shall govern and control.

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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.

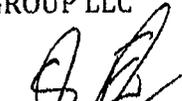
HEIL TRAILER INTERNATIONAL, LLC

By: 
Name: Stanley Edme
Title: Assistant Secretary

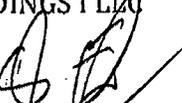
SERVA CORPORATION

By: 
Name: Stanley Edme
Title: Corporate Secretary

SERVA GROUP LLC

By: 
Name: Stanley Edme
Title: Corporate Secretary

SG HOLDINGS I LLC

By: 
Name: Stanley Edme
Title: Corporate Secretary

[Signature Page to Trademark Security Agreement]

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ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By: ESM
Name: Eric S. Miller
Title: Managing Director
Ally Corporate Finance

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005547 FRAME: 0089

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

OWNER NAME	TRADEMARK	CTRY	APPL NO.	APPL DATE	REG. NO.	REG. DATE
Heil Trailer International, LLC	GOING THE EXTRA MILE FOR YOU!	USA	78/548,480	1/17/2005	3,062,976	2/28/2006
Heil Trailer International, LLC	K KALYN and Design 	USA	74/172,136	6/3/1991	1,684,376	4/28/1992
Heil Trailer International, LLC	SIEBERT and Design 	USA	74/172,077	6/3/1991	1,684,375	4/28/1992
Heil Trailer International, LLC	SIEBERT WIND and Design 	USA	77/690,864	3/13/2009	3,890,740	12/14/2010
SERVA GROUP LLC	PRISM	USA	86/151,509	12/23/2013	N/A	N/A
SERVA GROUP LLC	FACET	USA	85/818,105	1/8/2013	N/A	N/A
SERVA CORPORATION	SERVAVIEW	USA	77/230,541	7/16/2007	3,421,862	5/6/2008
SERVA CORPORATION	ACM	USA	77/345,914	12/6/2007	3,471,581	7/22/2008

[Schedule I to Trademark Security Agreement]

TRADEMARK
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SERVA GROUP LLC	SERVA & DESIGN 	USA	77/825,734	9/14/2009	3,862,80 0	10/19/2010
SG HOLDINGS I LLC	IMAST	USA	86/363,979	8/12/2014	N/A	N/A
SG HOLDINGS I LLC	IMILL	USA	86/363,998	8/12/2014	N/A	N/A
SERVA CORPORAT ION	SERVACEMEN TING	USA	77/230394	7/16/2007	3,401,21 7	3/25/2008

EXHIBIT E-6