

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343773

<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>
HEIL TRAILER INTERNATIONAL, LLC		06/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
SERVA CORPORATION		06/04/2015	CORPORATION: TEXAS
SERVA GROUP LLC		06/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
SG HOLDINGS I LLC		06/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPTIAL MARKET SERVICES LLC, as Agent		
<b>Street Address:</b>	225 West Washington St 21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3062976	GOING THE EXTRA MILE FOR YOU!	
<b>Registration Number:</b>	1684376	K KALYN	
<b>Registration Number:</b>	1684375	SIEBERT	
<b>Registration Number:</b>	3890740	SIEBERT WIND	
<b>Serial Number:</b>	86151509	PRISM	
<b>Serial Number:</b>	85818105	FACET	
<b>Registration Number:</b>	3421862	SERVAVIEW	
<b>Registration Number:</b>	3471581	ACM	
<b>Registration Number:</b>	3862800	SERVA	
<b>Serial Number:</b>	86363979	IMAST	
<b>Serial Number:</b>	86363998	IMILL	
<b>Registration Number:</b>	3401217	SERVACEMENTING	
<b>CORRESPONDENCE DATA</b>			

CH \$315.00 3062976

**Fax Number:** 512.322.83

***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:** 512.322.2601

**Email:** tracy.perez@bakerbotts.com

**Correspondent Name:** Baker Botts L.L.P., IP Department

**Address Line 1:** 98 San Jacinto Blvd.

**Address Line 2:** Suite 1500

**Address Line 4:** Austin, TEXAS 78701

<b>ATTORNEY DOCKET NUMBER:</b>	079775.0126
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<b>NAME OF SUBMITTER:</b>	Tracy E. Perez
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<b>SIGNATURE:</b>	/Tracy E. Perez/
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<b>DATE SIGNED:</b>	06/05/2015
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**Total Attachments: 9**

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THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF JUNE 4, 2015, AMONG EACH LOAN PARTY (AS DEFINED THEREIN), CORTLAND CAPITAL MARKET SERVICES LLC, AS SUBORDINATED AGENT (AS DEFINED THEREIN) AND ALLY BANK, AS SENIOR AGENT (AS DEFINED THEREIN), UNDER WHICH THIS AGREEMENT AND EACH LOAN PARTY'S OBLIGATIONS HEREUNDER ARE SUBORDINATED IN THE MANNER SET FORTH THEREIN TO THE PRIOR PAYMENT OF CERTAIN OBLIGATIONS TO THE HOLDERS OF SENIOR INDEBTEDNESS (AS DEFINED THEREIN).

**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 (collectively, the "Grantors"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as Agent.

**W I T N E S S E T H :**

WHEREAS, reference is made to that certain Second Lien 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 ENTRANS INTERNATIONAL, LLC, a Delaware limited liability company (the "Company"), THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and CORTLAND CAPITAL MARKET SERVICES LLC, 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 Cortland Capital Market Services LLC, as Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Cortland Capital Market Services LLC, 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

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005547 FRAME: 0275**

SERVA CORPORATION

By: \_\_\_\_\_ 

Name: Stanley Edme

Title: Corporate Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005547 FRAME: 0276**

SERVA GROUP LLC

By: \_\_\_\_\_ 

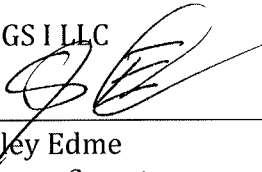
Name: Stanley Edme

Title: Corporate Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005547 FRAME: 0277**

SG HOLDINGS I LLC

By:  \_\_\_\_\_

Name: Stanley Edme

Title: Corporate Secretary


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005547 FRAME: 0278**



ACCEPTED AND ACKNOWLEDGED BY:

CORTLAND CAPITAL MARKET SERVICES LLC,  
as Agent





By:   
Name: **Emily Ergang Pappas**  
Title: **Associate Counsel**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005547 FRAME: 0279**

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
SERVA GROUP LLC	SERVA & DESIGN 	USA	77/825,734	9/14/2009	3,862,800	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

OWNER NAME	TRADEMARK	CTRY	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
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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 CORPORATION	SERVACEMENTIN G	USA	77/230394	7/16/2007	3,401,217	3/25/2008

[Schedule I to Trademark Security Agreement]