

11-23-1998

FORM PTO-1594
(Rev. 6-93)

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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 12/94)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fruehauf Trailer Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 2 & 5, 1998

2. Name and address of receiving party(ies)

Name: Wabash National Corporation

Internal Address: P.O. Box 6129

Street Address: 10 N. Fourth Street

City: Lafayette State: IN ZIP: 47901

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule I

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John A. Marlott, Esq.

Internal Address: JONES, DAY, REAVIS & POGUE

Street Address: 77 West Wacker Drive

City: Chicago State: IL ZIP: 60601-1692

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ \$265.00

Enclosed

Authorized to be charged to deposit account—fees in excess of \$265.00

8. Deposit account number:

10-1202

(Attach duplicate copy of this page if paying by deposit account)

11/20/1998 DMGUYEN 00000178 780562

01 FC:481 40.00 OP
02 FC:482 225.00 OP

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patricia Ann Merrill
Name of Person Signing

Patricia A. Merrill
Signature

November 11, 1998
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1817 FRAME: 0332

SCHEDULE 1: TRADEMARKS

U.S. Trademark Registrations/Service Mark Registrations

Reg. No. 780,562 (ANTI-RAX)
Reg. No. 1,803,189 (FRUEHAUF)
Reg. No. 1,969,909 (FRUEHAUF FLEET FLYER & Design)
Reg. No. 1,969,910 (FRUEHAUF PHOENIX & Design)
Reg. No. 574,595 (HOBBS (Stylized))
Reg. No. 1,669,335 (FRUEHAUF PROFESSIONAL PARTS & Design)
Reg. No. 843,130 (PRO-PAR)
Reg. No. 1,986,439 (PRO SERVICE)
Reg. No. 1,975,570 (PRO SERVICE & Design)
Reg. No. 764,581 (SEAL-TEMP)

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into by and between Fruehauf Trailer Services, Inc. ("Assignor") and Wabash National Corporation ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks and trademark registrations in the United States, Canada and Mexico (collectively referred to as the "Trademarks" and identified in Schedule 1 attached hereto);

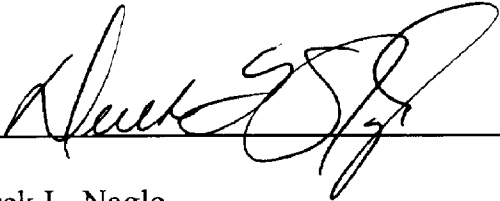
WHEREAS, Assignee wishes to purchase and acquire all of Assignor's right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer and set over to the Assignee, for its use and the use of its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and including, without limitation, all renewals thereof.

Assignor further sells, conveys, assigns, transfers and sets over to Assignee the right to sue for all past, present and future infringements of the Trademarks, including the right to collect damages for such infringements, and all rights corresponding thereto.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this TRADEMARK ASSIGNMENT to be executed on its behalf by its duly authorized representative/officer.

FRUEHAUF TRAILER SERVICES, INC. (Assignor)

By: 


Name: Derek L. Nagle

Title: President

Date: 10-5-98


STATE OF)
)
CITY OF) ss.

Before me this 5th day of October, 1998, appeared Derek L. Nagle who declares that, he is President of FRUEHAUF TRAILER CORPORATION, that he is authorized to execute this document on behalf of said company and that he has read and understands the foregoing document and has signed it as his free act and deed and as the free act and deed of said company.


Notary Public

My commission expires 7-21-2002

WABASH NATIONAL CORPORATION (Assignee)

By: 

Name: Donald J. Ehrlich

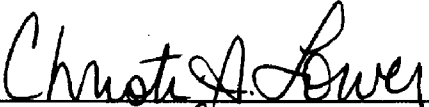
Title: President

Date: October 2, 1998

STATE OF Indiana
CITY OF Lafayette

ss.

Before me this 2nd day of October, 1998, appeared Donald J. Ehrlich who declares that, he is President of WABASH NATIONAL CORPORATION, that he is authorized to execute this document on behalf of said company and that he has read and understands the foregoing document and has signed it as his free act and deed and as the free act and deed of said company.


Notary Public Christi A. LOWER
My commission expires 9-18-2000

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Reg. No. 764,581 (SEAL-TEMP)

Canadian Trademark Registrations

Reg. No. UCA 40065 (FRUEHAUF)
Reg. No. 118,954 (FRUEHAUF & Design)

Mexican Trademark Registrations

Reg. No. 38,134 (FRUEHAUF)
Reg. No. 456,084 (PRO-PAR)