

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WMI Holding, LLC		05/29/2002	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Senior Creditor Agent
Street Address:	101 North Tryon Street
Internal Address:	15th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number
Registration Number:	1094277
Registration Number:	759128

CORRESPONDENCE DATA

Fax Number: (919)286-8199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (919) 286-8122
 Email: PTO_TMconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 2200 W. Main Street
 Address Line 2: Suite 800
 Address Line 4: Durham, NORTH CAROLINA 27705

OP \$65.00 1094277

ATTORNEY DOCKET NUMBER:

017625/002065

NAME OF SUBMITTER:

Steven D. Thomas

Total Attachments: 3

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**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that (i) pursuant to the Security Agreement dated as of May 29, 2002 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Senior Creditor Agent (the "Senior Creditor Agent") for the Secured Parties referenced therein (the "Security Agreement Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Senior Creditor Agent for the benefit of the Security Agreement Secured Parties and (ii) pursuant to the Working Capital Revolver Security Agreement dated as of May 29, 2002 (the "Working Capital Security Agreement") by and among the Obligors and the Senior Creditor Agent, the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Senior Creditor Agent for the benefit of the Secured Parties referenced therein (the "Working Capital Secured Parties"):

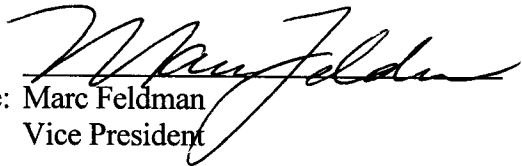
TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
Wabash	1,094,277	6/27/78
WM & Design	759,128	10/29/63

The Obligors and the Senior Creditor Agent, on behalf of the Security Agreement Secured Parties and on behalf of the Working Capital Secured Parties, hereby acknowledge and agree that the security interests in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement or the Working Capital Security Agreement, as applicable, and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

WMI HOLDING LLC

By: 
Name: Marc Feldman
Title: Vice President

Acknowledged and Accepted:

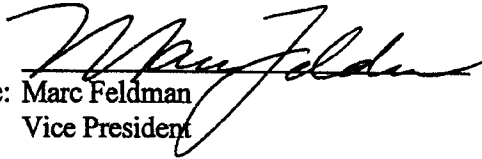
BANK OF AMERICA, N.A., as Senior Creditor Agent

By: _____
Name: _____
Title: _____

The Obligors and the Senior Creditor Agent, on behalf of the Security Agreement Secured Parties and on behalf of the Working Capital Secured Parties, hereby acknowledge and agree that the security interests in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement or the Working Capital Security Agreement, as applicable, and (ii) is not to be construed as an assignment of any trademark or trademark application.

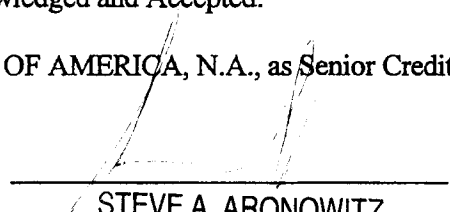
Very truly yours,

WMI HOLDING LLC

By: 
Name: Marc Feldman
Title: Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Senior Creditor Agent

By: 
Name: STEVE A ARONOWITZ
Title: MANAGING DIRECTOR