

**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
Wabash Magnetics, 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: 1**

Property Type	Number
Registration Number:	813861

**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

ATTORNEY DOCKET NUMBER:	017625/002065
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**OP \$40.00 813861**

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"):

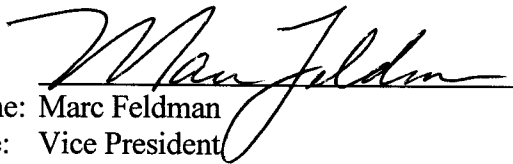
TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
813,861	Ultimate Enclosure	8/30/1966

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,

**WABASH MAGNETICS, 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.

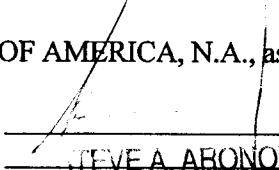
Very truly yours,

**WABASH MAGNETICS, 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