

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wabash Technology Corporation		09/23/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fleet Capital Corporation, as Agent
Street Address:	One South Wacker Drive, Suite 1400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1547270	COUPLERMATE
Registration Number:	742259	ROADRAILER
Registration Number:	1539255	ROADRAILER
Registration Number:	1414152	WABASH NATIONAL
Registration Number:	2222986	CHASSISRAILER
Registration Number:	1995930	REEFER RAILER
Registration Number:	1921853	WABASH NATIONAL
Registration Number:	2232465	AUTOVAN
Registration Number:	2037703	AUTORAILER
Registration Number:	2181015	SOLARGUARD
Registration Number:	2553821	DURAPLATE
Registration Number:	2167378	AUTORAILER
Registration Number:	2395427	TEMPBOLT
Registration Number:	2464661	MBS-1
Registration Number:	2559816	MBS-2

OP \$715.00 1547270

Serial Number:	75903577	MBS-3
Serial Number:	75904249	MBS-4
Serial Number:	75902526	MBS-5
Registration Number:	2699200	SIGNATURE SERIES
Registration Number:	2483848	ELECTROSHIELD
Registration Number:	2577512	W WABASH NATIONAL
Registration Number:	2600260	W
Registration Number:	2735250	RE-BOX
Registration Number:	2722837	SMART TRAILER
Registration Number:	2718694	DURAPLATE DOOR
Registration Number:	2624209	WABASH
Registration Number:	2744682	ARCTIC LITE
Registration Number:	2177280	DURAPLATE

CORRESPONDENCE DATA

Fax Number: (312)863-7442
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3863
Email: mary.schmidt@goldbergkohn.com
Correspondent Name: Mary A. Schmidt
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2759.147
NAME OF SUBMITTER:	Mary A. Schmidt

Total Attachments: 30
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COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (as amended or otherwise modified from time to time, this "Mortgage") made as of this 23rd day of September, 2003, by Wabash Technology Corporation, a Delaware corporation, having an office at 1000 Sagamore Parkway, Lafayette, Indiana 47905 (the "Mortgagor") in favor of Fleet Capital Corporation, a Rhode Island corporation, as Agent on behalf of itself and the Lenders, with an office at One South Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Wabash National Corporation ("Wabash"), certain Affiliates of Wabash (together with Wabash, the "Borrowers"), Mortgagee, and various Lenders are parties to a certain Loan and Security Agreement of even date herewith (as from time to time amended or otherwise modified, the "Loan Agreement"), the Guaranty (as from time to time amended or otherwise modified, the "Guaranty"), and other Loan Documents (collectively with the Loan Agreement, the Guaranty and as each is from time to time amended or otherwise modified, the "Financing Agreements") which Financing Agreements provide, among other things, (i) for Mortgagee and the other Lenders to, from time to time, extend credit to or for the account of the Borrowers and (ii) for the grant by Mortgagor to Mortgagee, on behalf of itself and Lenders, of a security interest in substantially all of Mortgagor's assets, including, without limitation, any and all copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Copyrights, Patents, Trademarks and Licenses. To secure the complete and timely payment and satisfaction of all of the Obligations and the obligations of the Guarantors pursuant to the Guaranty (the "Guaranty Obligations"), the Mortgagor hereby grants to Mortgagee, for its own benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in all of its now existing and hereafter created or acquired:

(i) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on

Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Exhibit B attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(iii) trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Exhibit C attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all license agreements between Mortgagor and any other party with respect to any of the Copyrights or any of the Patents or any of the Trademarks or any other copyright, patent, trademark, service mark or any registration or application for registration or any other trade name or tradestyle, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D

attached hereto and hereby made a part hereof, other than license agreements which, according to their terms, may not be assigned without the prior consent of the other Person party thereto (unless such consent has been obtained) (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee, on behalf of itself and Lenders, shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement and the other Loan Documents, including without limitation the right to sell the Copyrights, Patents, Trademarks and Licenses.

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that:

(i) No Copyright, Patent, Trademark or License has been adjudged invalid or unenforceable or, has been cancelled, in whole or in part;

(ii) Each Copyright, Patent and Trademark is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Copyright, Patent, Trademark and License purported to be owned by Mortgagor, or in which Mortgagor purports to have as interest, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shoprights and covenants by Mortgagor not to sue third parties;

(iv) Mortgagor has no notice of any suits or actions commenced or threatened with respect to any of the Copyrights, Patents, Trademarks or Licenses;

(v) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms;

(vi) No License restricts the ability of Mortgagor to pledge, mortgage and assign such License as contemplated by this Mortgage, except as disclosed on Schedule 1 hereto; and

(vii) Mortgagor has no notice of any infringement or unauthorized use presently being made of any of the Copyrights, Patents, Trademarks or Licenses.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations and the Guaranty Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated (the "Loan Agreement Termination"), Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Copyright, Patent, Trademark or License, or enter into any other agreement with respect to any Copyright, Patent, Trademark or License which is inconsistent with the obligations under this Mortgage. Mortgagors further agree that no Mortgagor shall take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Copyrights, Patents, Trademarks, and Licenses. Mortgagors represent and warrant that the Copyrights, Patents, Trademarks and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the registered Copyrights, registered Patents and registered Trademarks now owned by, and Licenses granted by or to, each Mortgagor, as specified on each applicable Exhibit. If, before the Loan Agreement Termination, Mortgagors shall (i) become aware of any existing Copyrights, Patents, Trademarks or Licenses of which Mortgagors have not previously informed Mortgagee; (ii) obtain rights to any new Copyrights, patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Copyrights, Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto. Mortgagors hereby authorize Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such (registered or unregistered) Copyrights, Patents, Trademarks and Licenses.

6. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Copyrights, Patents, Trademarks and Licenses encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Copyrights, Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon the Loan Agreement Termination, Mortgagee shall take such actions as may be necessary or proper to terminate and release its security interest in the Copyrights, Patents, Trademarks, and Licenses created hereby and pursuant to the Financing Agreements, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne, jointly and severally, by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting,

maintaining or preserving the Copyrights, Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents, Trademarks and Licenses, shall be paid by Mortgagor on written demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate as set forth in the Loan Agreement.

9. Duties of Mortgagors. Mortgagor shall have the duty, in each case as commercially reasonable (i) to file and prosecute diligently any copyright, patent, trademark or service mark applications pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on uncopyrighted but copyrightable works, on unpatented but patentable inventions and on trademarks and service marks, as appropriate, (iii) to preserve and maintain all rights in the Copyrights, Patents, Trademarks and Licenses and (iv) to ensure that the Copyrights, Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a copyright, patent, trademark or service mark application, or abandon any Copyright, Patent, Trademark or License, without the written consent of Mortgagee. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment exercised in a commercially reasonable manner, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. Mortgagor shall promptly, upon demand reimburse and indemnify Mortgagee for all costs and expenses of Mortgagee, including attorney's fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 9.

10. Mortgagee's Right to Sue. Upon the occurrence of and during the continuance of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement until the suit is finally adjudicated and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing among Mortgagor, Mortgagee and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee or Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege

hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Copyrights, Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Copyrights, Patents, Trademarks and Licenses, or (ii) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (v) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interests. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or Lenders or their respective successors transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents, Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and Lenders, their successors, nominees and assigns.

16. GOVERNING LAW; CONSENT TO FORUM. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED IN AND SHALL BE DEEMED TO HAVE BEEN MADE IN CHICAGO, ILLINOIS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT IF ANY OF THE COLLATERAL SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN ILLINOIS, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF AGENT'S LIEN UPON SUCH COLLATERAL AND THE ENFORCEMENT OF AGENT'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR INCONSISTENT WITH THE LAWS OF ILLINOIS. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF MORTGAGOR, AGENT OR ANY LENDER, MORTGAGOR HEREBY CONSENTS AND AGREES THAT THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR, AT AGENT'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN MORTGAGOR ON THE ONE HAND AND AGENT OR ANY LENDER ON THE OTHER HAND PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. MORTGAGOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND MORTGAGOR HEREBY WAIVES ANY OBJECTION WHICH SUCH MORTGAGOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO MORTGAGOR AT THE ADDRESS SET FORTH ABOVE AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF MORTGAGOR'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY AGENT OR ANY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

17. **WAIVERS OF MORTGAGORS.** MORTGAGOR WAIVES (i) THE RIGHT TO TRIAL BY JURY (WHICH AGENT AND EACH LENDER HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT; (ii) NOTICE PRIOR TO AGENT'S TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING AGENT TO EXERCISE ANY OF AGENT'S REMEDIES; (iii) NOTICE OF ACCEPTANCE HEREOF AND (iv) EXCEPT AS PROHIBITED BY LAW, ANY RIGHT TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO AGENT'S ENTERING INTO THIS AGREEMENT AND THAT AGENT AND EACH LENDER IS RELYING UPON THE FOREGOING WAIVERS IN ITS FUTURE DEALINGS WITH MORTGAGOR. MORTGAGOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

18. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. **Further Assurances.** Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. **Survival of Representations.** All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

* * * * *


IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

WABASH TECHNOLOGY CORPORATION

By 
Title _____

AGREED AND ACCEPTED THIS
23rd day of September, 2003.

FLEET CAPITAL CORPORATION,
as Agent

By 
Title VICE PRESIDENT

[Signature Page to Copyright, Patent, Trademark and License Mortgage - WTC]

EXHIBIT A

Copyrights

None

EXHIBIT B**PATENTS**

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
813,565 12/26/85	TRAILER FLOOR ASSEMBLY	Wabash Technology Corporation	ISSUED: 11/3/87 PAT. NO. 4,703,948
253,443 10/6/88	TRAILER FOR SELECTIVELY TRANSPORTING VEHICLES AND GENERAL FREIGHT	Wabash Technology Corporation	ISSUED: 11/21/89 PAT. NO. 4,881,859
134,946 12/18/87	PLATE-TYPE TRAILER CONSTRUCTION	Wabash Technology Corporation	ISSUED: 3/7/89 PAT. NO. 4,810,027
358,665 5/30/89	COMPOSITE TRAILER SIDEWALL	Wabash Technology Corporation	ISSUED 9/25/90 PAT. NO. 4,958,472
790,231 3/4/93	VAN DOOR STRUCTURE	Wabash Technology Corporation	ISSUED: 10/26/93 PAT. NO. 5,255,952

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
710,099 6/4/91	UNIVERSAL COUPLING ADAPTER FOR RAIL-HIGHWAY VEHICLES	Wabash Technology Corporation	ISSUED: 10/6/92 PAT. NO. 5,152,228
08/363,594 12/23/94	CARGO SECUREMENT ASSEMBLY	Wabash Technology Corporation	ISSUED: 5/19/98 PAT. NO. 5,752,791
08/136,569 10/13/93	RIVETED PLATE TRAILER CONSTRUCTION	Wabash Technology Corporation	ISSUED: 8/8/95 PAT. NO. 5,439,266
08/341,414 11/17/94	AXLE VENT	Wabash Technology Corporation	ISSUED: 7/23/96 PAT. NO. 5,538,330
08/406,497 3/20/95	LOCKING MECHANISM FOR AIR SUSPENSION	Wabash Technology Corporation	ISSUED: 7/16/96 PAT. NO. 5,536,036
08/321,031 10/5/94	TRAILER WITH FIBERGLASS REINFORCED PLASTIC SIDE PANELS AND METHOD OF MAKING THE SAME	Wabash Technology Corporation	ISSUED: 10/8/96 PAT. NO. 5,562,981

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
08/699,237 8/19/96	BRAKING SYSTEM	Wabash Technology Corporation	ISSUED: 4/27/99 PAT. NO. 5,897,174
305,062 2/2/89	TRAILER & TRAILER UNLOADING SYSTEM	Wabash Technology Corporation	ISSUED: 4/23/91 PAT. NO. 5,009,567
946,363 12/24/86	FREIGHT VEHICLE WITH A CONVERTIBLE CARGO SPACE	Wabash Technology Corporation	ISSUED: 4/5/88 PAT. NO. 4,735,457
08/620,999 3/22/96	METHOD OF PUNCHING A COMPOSITE PLATE	Wabash Technology Corporation	ISSUED: 7/7/98 PAT. NO. 5,774,972
08/712,770 9/12/96	COMPOSITE JOINT CONFIGURATION	Wabash Technology Corporation	ISSUED: 1/19/99 PAT. NO. 5,860,693
09/108,536 7/1/98	COMPOSITE JOINT CONFIGURATION	Wabash Technology Corporation	ISSUED: 4/24/01 PAT. NO. 6,220,651
09/802,311 3/8/01	COMPOSITE JOINT CONFIGURATION	Wabash Technology Corporation	ISSUED: 7/2/02 PAT. NO.: 6,412,854

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
10/120,096 04/10/02	COMPOSITE JOINT CONFIGURATION	Wabash Technology Corporation	
908,821 9/18/86	TRAILER & TRAILER UNLOADING SYSTEM	Wabash Technology Corporation	ISSUED: 2/21/89 PAT. NO. 4,806,061
685,622 4/15/91	TRAILER AND TRAILER UNLOADING SYSTEM	Wabash Technology Corporation	ISSUED: 4/7/92 PAT. NO. 5,102,286
553,042 11/18/83	DUAL-MODE RAIL-HIGHWAY SEMI-TRAILER WITH SEPARABLE BOGIE	Wabash Technology Corporation	ISSUED: 9/11/90 PAT. NO. 4,955,292
295,208 8/24/94	ROAD-RAILER SUSPENSION SYSTEM HAVING A SPRING LIFT AND A STABILIZER BAR	Wabash Technology Corporation	ISSUED: 4/9/96 PAT. NO. 5,505,482
060,316 6/10/87	DUAL-MODE RAIL-HIGHWAY SEMI-TRAILER	Wabash Technology Corporation	ISSUED: 1/1/91 PAT. NO. 4,981,083

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
08/822,218 3/21/97	TRAILER WITH HORIZONTAL LOGISTICS SPLICE AND VERTICAL DUMMY SPLICE MEMBERS	Wabash Technology Corporation	ISSUED: 3/2/99 PAT. NO. 5,876,089
08/970,790 11/14/97	COINING OFFSET INTO EDGE OF COMPOSITE PLATE MEMBERS FOR FORMING TRAILER DOORS AND WALLS	Wabash Technology Corporation	ISSUED: 8/17/99 PAT. NO. 5,938,274
122,817 7/27/98	LOGISTICS AT COMPOSITE PANEL VERTICAL JOINTS	Wabash Technology Corporation	ISSUED: 12/7/99 PAT. NO. 5,997,076
920,759 10/19/87	TRAIN OF HIGHWAY TRAILERS USING IMPROVED RAILROAD TRUCK SUSPENSION	Wabash Technology Corporation	ISSUED: 9/27/88 PAT. NO. 4,773,335
079,501 7/30/87	TRAIN OF HIGHWAY TRAILERS AND METHOD OF MAKING	Wabash Technology Corporation	ISSUED: 8/20/91 PAT. NO. 5,040,466

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
740,650 6/3/85	TRAIN OF HIGHWAY TRAILERS	Wabash Technology Corporation	ISSUED: 6/2/87 PAT. NO. 4,669,391
876,248 6/19/86	RAILWAY TRAIN OF HIGHWAY VEHICLES AND COMPONENTS THEREFOR	Wabash Technology Corporation	ISSUED: 6/27/89 PAT. NO. 4,841,872
900,547 8/26/86	TRAIN OF HIGHWAY TRAILERS AND METHOD OF MAKING	Wabash Technology Corporation	ISSUED: 8/30/88 PAT. NO. 4,766,818
183,344 4/18/88	RAILWAY HIGHWAY VEHICLE	Wabash Technology Corporation	ISSUED: 1/1/91 PAT. NO. 4,981,082
204,892 6/10/88	TRAIN OF HIGHWAY TRAILERS AND METHOD OF MAKING	Wabash Technology Corporation	ISSUED: 3/13/90 PAT. NO. 4,907,514
362,752 6/7/89	RAMP SYSTEM FOR ASSEMBLING AND DISASSEMBLING HIGHWAY TRAILERS AND RAILTRUCKS FOR INTERMODAL TRANSPORTATION	Wabash Technology Corporation	ISSUED: 2/5/91 PAT. NO. 4,989,518

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
897,290 6/11/92	SAFETY COUPLER-AIR BRAKE INTERLOCK	Wabash Technology Corporation	ISSUED: 3/29/94 PAT. NO. 5,297,858
08/425,889 4/21/95	BOGIE ADAPTER FOR INTERMODAL TRAILER	Wabash Technology Corporation	ISSUED: 7/31/96 PAT. NO. 5,537,931
08/389,205 2/15/95	AUTO HAULING VAN	Wabash Technology Corporation	ISSUED: 5/19/98 PAT. NO. 5,752,798
08/533,869 9/25/95	DOOR STRUCTURE FOR A RAILCAR IN AN ARTICULATED TRAIN	Wabash Technology Corporation	ISSUED: 2/11/97 PAT. NO. 5,601,033
08/534,275 9/27/95	MODULAR ARTICULATED RAIL CAR	Wabash Technology Corporation	ISSUED: 4/22/97 PAT. NO. 5,622,115
08/814,843 3/11/97	MODULAR ARTICULATED RAILCAR	Wabash Technology Corporation	ISSUED: 11/10/98 PAT. NO. 5,832,836

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
08/536,832 9/27/95	BI-TRI-LEVEL DECK SYSTEM FOR A RAILCAR	Wabash Technology Corporation	ISSUED: 11/11/97 PAT. NO. 5,685,228
08/565,442 11/30/95	LIFTING MECHANISM FOR A DECK SYSTEM	Wabash Technology Corporation	ISSUED: 3/24/98 PAT. NO. 5,730,578
09/306,921 5/7/99	CONTROL MODULE FOR A BRAKE SYSTEM FOR A SEMI- TRAILER	Wabash Technology Corporation	ISSUED: 7/24/01 PAT. NO. 6,264,286
09/351,072 7/9/99	TEMPERATURE INDICATOR FOR A SEMI-FLUID SYNTHETIC GREASE FILLED AXLE	Wabash Technology Corporation	ISSUED: 3/20/01 PAT. NO. 6,203,114
09/702,558 10/31/00	VARIABLE HYSTERESIS CIRCUIT	Wabash Technology Corporation	ISSUED: 6/18/02 PAT. NO.: 6,407,605
09/645,897 8/25/00	DIAGNOSTIC MODE SELECTOR SYSTEM FOR ANTI-LOCK BRAKE SYSTEMS AND OTHER ELECTRONIC SYSTEMS	Wabash Technology Corporation	ISSUED: 2/5/02 PAT. NO.: 6,343,844 B1

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
09/742,584 12/21/00	ANTI-LOCK BRAKE SYSTEM FOR A VEHICLE, SUCH AS A TRUCK OR A TRAILER, INCLUDING BACK-UP ALARM AND/OR LAMPS	Wabash Technology Corporation	
09/553,490 4/20/00	SEMI-TRACTOR FIFTH WHEEL AND RAIL STANCHION SENSOR FOR A TRAILER	Wabash Technology Corporation	ISSUED: July 1, 2003 PAT. NO.: 6,587,041
09/557,030 4/20/00	DOOR SENSOR FOR A TRAILER	Wabash Technology Corporation	ISSUED: 6/4/02 PAT NO.: 6,400,266
09/747,119 12/21/00	SENSING SYSTEM FOR A TRAILER WHEEL	Wabash Technology Corporation	
09/545,725 4/8/00	MULTI-COMPONENT LIFTING ASSEMBLY FOR A CONTAINER	Wabash Technology Corporation	ISSUED: 1/15/02 PAT. NO. 6,338,513 B
09/927,823 8/10/01	TRAILER EMERGENCY BRAKE LAMP	Wabash Technology Corporation	ISSUED: 9/17/02 PAT. NO.: 6,452,489

SERIAL NO./ FILING DATE	TITLE/SUBJECT MATTER	OWNED BY	PATENT
09/927,837 8/10/01	BRAKE LIGHT ILLUMINATION ON TRAILER BY SENSING DECELERATION	Wabash Technology Corporation	ISSUED: 7/1/03 PAT. NO.: 6,587,044
10/002,027 11/15/01	FIBERGLASS REINFORCED PANEL REFRIGERATED TRAILER	Wabash Technology Corporation	ISSUED: 1/14/03 PAT. NO. 6,505,883
09/645,838 8/25/00	SEVEN-WAY TRAILER CONNECTOR	Wabash Technology Corporation	ISSUED: 9/17/02 PAT. NO.: 6,450,833
09/398,384 9/17/99	METHOD OF PUNCHING A COMPOSITE PLATE	Wabash Technology Corporation	ISSUED: 7/31/01 PAT. NO. 6,266,865
09/397,810 3/13/01	COMPOSITE JOINT CONFIGURATION	Wabash Technology Corporation	ISSUED: 3/13/01 PAT. NO. 6,199,939

EXHIBIT C

Trademarks

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
769,697 12/16/88	COUPLERMATE	REG. NO. 1,547,270 ISSUED: 7/11/89	Wabash Technology Corporation
118,413 4/24/61	ROADRAILER	REG. NO.: 742,259 ISSUED: 12/18/62	Wabash Technology Corporation
754,590 9/28/88	ROADRAILER & LOGO	REG. NO.: 1,539,255 ISSUED: 5/16/89	Wabash Technology Corporation

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
588,293 3/17/86	WABASH NATIONAL	REG. NO.: 1,414,152 ISSUED: 10/21/86	Wabash Technology Corporation
74/555,670 8/1/94	CHASSISRAILER	REG. NO.: 2,222,986 ISSUED: 2/9/99	Wabash Technology Corporation
74/509,682 4/6/94	REEFERRAILER	REG. NO.: 1,995,930 ISSUED: 8/20/96	Wabash Technology Corporation
74/510,431 4/6/94	WABASH NATIONAL plus Design	REG. NO.: 1,921,853 ISSUED: 9/26/95	Wabash Technology Corporation

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
74/605,963 10/14/94	AUTOVAN	REG. NO.: 2,232,465 ISSUED: 3/16/99	Wabash Technology Corporation
74/653,289 3/28/95	AUTORAILER & Design	REG. NO.: 2,037,703 ISSUED: 2/11/97	Wabash Technology Corporation
75/048,815 1/26/96	SOLARGUARD	REG. NO.: 2,181,015 ISSUED: 8/11/98	Wabash Technology Corporation
75/113,440 6/3/96	DURAPLATE	REG. NO.: 2,177,280 ISSUED: 7/28/98	Wabash Technology Corporation

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
76/017,487 4/4/00	DURAPLATE	REG. NO.:2,553,821 ISSUED: 03/26/02	Wabash Technology Corporation
75/282,927 4/28/97	AUTORAILER	REG. NO.: 2,167,378 ISSUED: 6/23/98	Wabash Technology Corporation
75/751,767 7/15/99	TEMPBOLT	REG. NO.: 2,395,427 ISSUED: 10/17/00	Wabash Technology Corporation
75/893,747 1/11/00	MBS-1	REG. NO.: 2,464,661 ISSUED: 6/26/01	Wabash Technology Corporation

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
75/904,271 01/26/00	MBS-2	REG. NO. 2,559,816 ISSUED: 4/9/02	Wabash Technology Corporation
75/903,577 1/26/00	MBS-3		Wabash Technology Corporation
75/904,249 1/26/00	MBS-4		Wabash Technology Corporation
75/902,526 1/26/00	MBS-5		Wabash Technology Corporation

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
76/044,281 5/9/00	SIGNATURE SERIES	REG NO.: 2,699,200 ISSUED: 3/25/03	Wabash Technology Corporation
76/060,609 5/31/00	ELECTROSHIELD	REG NO.: 2,483,848 ISSUED: 8/28/01	Wabash Technology Corporation
76/100,729 8/1/00	WABASH NATIONAL & Design (WN)	REG NO.: 2,577,512 ISSUED: 6/11/02	Wabash Technology Corporation
76/100,551 8/1/00	Design (WN)	REG. NO.: 2,600,260 ISSUED: 07/30/02	Wabash Technology Corporation

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
76/194,269 1/12/01	RE-BOX	REG. NO.: 2,735,250 ISSUED: 07/08/03	Wabash Technology Corporation
76/408,330 9/20/01	SMART TRAILER and design	REG. NO.: 2,722,837 ISSUED: 16/3/03	Wabash Technology Corporation
76/340,312 11/16/01	DURAPLATE DOOR and design	REG. NO.: 2,718,694 ISSUED: 05/27/03	Wabash Technology Corporation
76/262,685 5/25/01	WABASH	REG. NO.: 2,624,209 ISSUED: 9/24/2002	Wabash Technology Corporation

SERIAL NO./ FILING DATE	TRADEMARK	REGISTRATION	OWNED BY
76/315,133 9/20/01	ARCTIC LITE	REG. NO.: 2,744,682 ISSUED: 7/29/03	Wabash Technology Corporation

EXHIBIT D

Licenses

None

SCHEDULE 1

Non-Assignable Licenses

None