

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WMI Holding LLC		12/02/2003	LTD LIAB JT ST CO: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Capital Formation, Inc.		
Street Address:	1403 Foulk Road, Suite 102		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803-2755		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1094277	WABASH	
CORRESPONDENCE DATA			
Fax Number:	(317)637-7561		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-634-3456		
Email:	bschepers@uspatent.com		
Correspondent Name:	Brad A. Schepers		
Address Line 1:	Woodard, Emhardt, Moriarty, et al.		
Address Line 2:	111 Monument Circle, Suite 3700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Brad A. Schepers		
Signature:	/Brad A. Schepers/		
Date:	01/07/2005		

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Total Attachments: 4

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TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT, effective as of this 2nd day of December, 2003, is made by and between WMI Holding LLC, a Delaware limited liability company having a place of business at 565 Fifth Avenue, Fourth Floor, New York, New York 10017 (hereinafter LICENSOR), and Delaware Capital Formation, Inc., a corporation of the State of Delaware having a place of business at 1403 Foulk Road, Suite 102, Wilmington, Delaware 19803-2755 (hereinafter LICENSEE).

WHEREAS, LICENSOR is the owner of the non-registered mark WABASH MAGNETICS for electronic and magnetic sensing and actuation devices, such as sensors, coils and solenoids, for use in the automotive, off-road vehicle, electrical, industrial automation, HVAC, fluid dispensing, irrigation, motor starter and recreation markets; and

WHEREAS, LICENSOR is the owner of the registered trademark WABASH for electrical coils and relays, U.S. Trademark Registration No. 1,094,277 and Japanese Trademark Registration No. 1,416,780; and

WHEREAS, LICENSEE desires to acquire the mark WABASH MAGNETICS together with the goodwill associated therewith, the transfer of which is to occur contemporaneously with execution of this Agreement; and

WHEREAS, LICENSEE desires a nonexclusive, royalty-free license to use the mark WABASH only as part of the mark WABASH MAGNETICS;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT OF LICENSE

LICENSOR grants to LICENSEE a nonexclusive, royalty-free license to use the mark WABASH only as part of the mark WABASH MAGNETICS and to sublicense such use to Wabash Magnetics, LLC, and LICENSEE accepts the license subject to the following terms and conditions.

2. OWNERSHIP OF MARKS

LICENSOR owns or has rights in or to the mark WABASH and the above-identified trademark registrations therefor. LICENSEE acknowledges ownership of the mark WABASH and the above-identified trademark registrations therefor in LICENSOR, and agrees that it will do nothing inconsistent with such ownership. LICENSEE agrees that nothing in this Agreement shall give LICENSEE any right, title or interest in the mark WABASH and/or the above-identified trademark registrations therefor other than the right to use the mark WABASH in accordance with the license granted in this Agreement.

3. QUALITY STANDARDS

LICENSEE agrees that the nature and quality of all goods sold by LICENSEE under the mark WABASH as part of the mark WABASH MAGNETICS shall be consistent with the present nature and quality of the goods sold under the mark WABASH MAGNETICS, which are satisfactory to LICENSOR, it being understood that LICENSOR is required by law to maintain

control over the nature and quality of goods in connection with which the mark WABASH is used. For purposes of quality assurance, LICENSEE further agrees to cooperate with LICENSOR by permitting reasonable, pre-arranged inspections of samples of goods sold under the mark WABASH as part of the mark WABASH MAGNETICS to maintain control over the nature and quality of such goods, and to supply LICENSOR with specimens upon the request of LICENSOR regarding use of the mark WABASH as part of the mark WABASH MAGNETICS.

4. TRADEMARK NOTICE

LICENSEE agrees to use proper trademark notices and will supply LICENSOR, upon request, with specimens of labels, packaging or the like showing the manner in which the mark WABASH is used as part of the mark WABASH MAGNETICS.

5. INFRINGEMENT PROCEEDINGS

In the event of any unauthorized use of the mark WABASH as part of the mark WABASH MAGNETICS, LICENSEE may bring suit for infringement in its own name and receive any award of damages resulting therefrom. If required by law for maintenance of such suit, LICENSOR shall join as party plaintiff, in which event any award of damages will be allocated according to the parties' respective contributions to the costs of such suit. If LICENSEE fails to bring suit for infringement within a reasonable period of time, LICENSOR may bring suit and in such case shall keep any resulting award of damages. LICENSOR shall have the sole right and discretion to bring suit for infringement of the mark WABASH apart from the mark WABASH MAGNETICS.

6. TERM

This Agreement shall continue in force and affect as long as LICENSEE continues to use the mark WABASH as part of the mark WABASH MAGNETICS and in connection with the above-referenced goods, unless sooner terminated as provided herein.

7. TERMINATION FOR CAUSE

Either party shall have the right to terminate this Agreement in the event of a material breach of any of the provisions hereof by the other party. The non-breaching party must first give the breaching party written notice of breach of the Agreement, after which the breaching party shall have a period of sixty (60) days to cure the breach. If the breach is not cured to the non-breaching party's reasonable satisfaction within such period, the non-breaching party may terminate this Agreement by written notice of termination to the breaching party.

8. EFFECT OF TERMINATION

Upon termination of this Agreement, LICENSEE agrees to immediately discontinue all use of the mark WABASH as part of the mark WABASH MAGNETICS and any term confusingly similar thereto, and agrees that all rights in the mark WABASH and the goodwill connected therewith shall remain the sole property of LICENSOR; provided, however, that LICENSEE shall have the right to fill all orders which have been placed for goods bearing the mark WABASH MAGNETICS and/or to sell its inventory of such goods. No later than ten (10) days after the termination of this Agreement, LICENSEE shall notify LICENSOR of the existence of any unfilled orders and/or inventory. LICENSEE shall use reasonable efforts to fulfill such orders and sell such inventory as soon as practicably and shall notify the LICENSOR when such actions are completed.

9. INTERPRETATION OF AGREEMENT

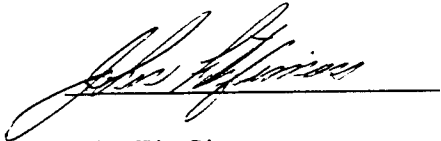
This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, and any dispute between the parties arising out of or with respect to this Agreement shall be adjudicated solely by the competent federal or state court for Delaware. Each of the parties consents and submits to the venue and jurisdiction of such court for purposes of any such dispute.

10. ENTIRE AGREEMENT

This is the entire Agreement of the parties with respect to the relationship described herein, and supersedes all prior or contemporaneous oral or written discussions, negotiations and/or agreements with respect thereto. This Agreement may only be amended by a writing signed by both parties. The provisions of Sections 2, 5, 8, 9 and this Section 10 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

LICENSOR
WMI Holding LLC



John FitzSimons
Secretary and Vice President

LICENSEE
Delaware Capital Formation, Inc.

9. INTERPRETATION OF AGREEMENT

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, and any dispute between the parties arising out of or with respect to this Agreement shall be adjudicated solely by the competent federal or state court for Delaware. Each of the parties consents and submits to the venue and jurisdiction of such court for purposes of any such dispute.

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LICENSOR
WMI Holding LLC

LICENSEE
Delaware Capital Formation, Inc.

John FitzSimons
Secretary and Vice President

By: Cathy J. Ward
 Cathy J. Ward
 PRESIDENT