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To the Director of the U. S. Patent and Trademark Office

instruments or the new address(es) below.

1. Name of conveying party(ies):

WMI Holding LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wabash Technologies, Inc.

Internal

Address: _____

Street Address: 1375 Swan Street

City: Huntington

State: IN

Country: US

Zip: 46750

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship State of Indiana
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 26, 2007

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,094,277

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

WABASH

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

Name: Krieg DeVault, LLP

Internal Address: _____

Street Address: One Indiana Square, Suite 2800

City: Indianapolis

State: IN

Zip: 46204

Phone Number: 317-636-4341

Fax Number: 317-636-1507

Email Address: bschepers@kdlegal.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1047
Expiration Date 04/09

b. Deposit Account Number _____

Authorized User Name _____

40.00 0P
00000115 1094277
03/13/2007 MJA/M1
01 FD-6521

9. Signature:

Signature

March 9, 2007

Date

Brad A. Schepers, Reg. No. 45,431

Name of Person Signing

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

ASSIGNMENT OF TRADEMARK LICENSE AGREEMENT

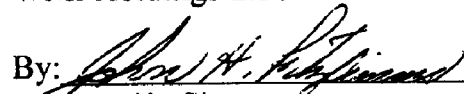
WHEREAS, WMI Holding LLC, a Delaware limited liability corporation having a place of business at 565 Fifth Avenue, Fourth Floor, New York, New York 10017, hereinafter referred to as Assignor, is a party to a Trademark License Agreement between WMI Holding LLC and Delaware Capital Formation, Inc. dated December 2, 2003.

WHEREAS, Wabash Technologies, Inc., hereinafter referred to as Assignee, a corporation of the State of Indiana having a principal place of business at 1375 Swan Street, Huntington, Indiana 46750, desires to acquire all of the rights and obligations in, to and under the Trademark License Agreement.

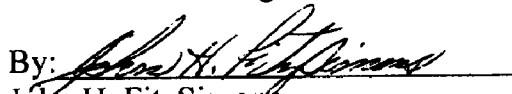
NOW, THEREFORE, To All Whom It May Concern, be it known that for and in consideration of good, valuable and sufficient consideration to Assignor in hand paid, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, all of the rights and obligations in, to and under the Trademark License Agreement.

WITNESS the parties hands this ~~26~~²⁷ day of February, 2007.

ASSIGNOR
WMI Holdings LLC

By: 
John H. FitzSimons
Secretary and Vice President

ASSIGNEE
Wabash Technologies, Inc.

By: 
John H. FitzSimons
Secretary

(REFERENCE ONLY)

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.

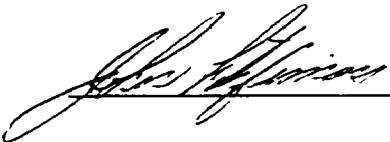
10. ENTIRE AGREEMENT

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

LICENSEE
Delaware Capital Formation, Inc.



John FitzSimons
Secretary and Vice President

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

LICENSEE
Delaware Capital Formation, Inc.

John FitzSimons
Secretary and Vice President

By: Cathy Ward
 Cathy Ward
 PRESIDENT