

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 National, L.P.		03/06/2007	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	One South Wacker Drive, Ste. 3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76655080	OUR INNOVATION MOVES THE WORLD	
Registration Number:	3141656	DURAPLATE HD	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7194		
Email:	sonya.szot@goldbergekohn.com		
Correspondent Name:	Sonya Szot		
Address Line 1:	55 E. Monroe St., Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2759.147		
NAME OF SUBMITTER:	Sonya Szot		
Signature:	/sonya szot/		

OP \$65.00 76655080

Date:

05/25/2007

Total Attachments: 8

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FIRST SUPPLEMENT TO COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS FIRST SUPPLEMENT TO COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "First Supplement") made as of this 6th day of March, 2007, by Wabash National, L.P., a Delaware limited partnership (the "Mortgagor"), in favor of Bank of America, N.A., as Agent ("Mortgagee") on behalf of itself and the Lenders (as such term is defined in the Loan Agreement defined below).

WITNESSETH

WHEREAS, Mortgagor, Mortgagee, and certain other Lenders named therein entered into that certain Loan and Security Agreement dated as of September 23, 2003 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, including, without limitation, as amended by that certain Second Amended and Restated Loan Agreement dated as of the date hereof, the "Loan Agreement"), which Loan Agreement provides for Mortgagee and Lenders to, from time to time, extend credit to or for the account of Mortgagor;

WHEREAS, in connection with the initial execution of the Loan Agreement, Mortgagor executed and delivered to Mortgagee that certain Copyright, Patent, Trademark and License Mortgage dated as of September 23, 2003 (as amended, supplemented or otherwise modified from time to time, the "IP Mortgage");

WHEREAS, pursuant to Section 5 of the IP Mortgage, Mortgagor authorizes Mortgagee to modify the IP Mortgage by amending Exhibits A, B, C and D thereto as applicable and Mortgagor and Mortgagee desires to amend Exhibits B and C to the IP Mortgage as provided herein;

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

1. Incorporation. The IP Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

2. Supplements. Mortgagor hereby agrees that Exhibit B to the IP Mortgage is hereby supplemented by adding thereto the federally registered Patent (as defined in the IP Mortgage) listed on Schedule A hereto. Mortgagor hereby agrees that Exhibit C to the IP Mortgage is hereby supplemented by adding thereto the federally registered Trademark (as defined in the IP Mortgage) listed on Schedule B hereto.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Mortgagee, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the IP Mortgage of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Patents

and Trademarks (as such terms are defined in the IP Mortgage after giving effect to the amendments and other modifications contemplated by this First Supplement).

4. Binding Effect; Benefits. This First Supplement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns. Except as expressly modified hereby, the IP Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the IP Mortgage, as modified by this First Supplement.

5. APPLICABLE LAW; SEVERABILITY. THIS FIRST SUPPLEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED IN AND SHALL BE DEEMED TO HAVE BEEN MADE IN CHICAGO, ILLINOIS. THIS FIRST SUPPLEMENT 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 FIRST SUPPLEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS FIRST SUPPLEMENT. 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 IN THE LOAN AGREEMENT 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 FIRST SUPPLEMENT SHALL BE DEEMED

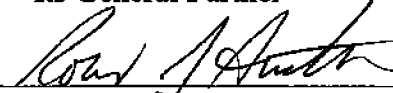
OR OPERATE TO AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE
LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO
PRECLUDE THE ENFORCEMENT BY AGENT OR ANY LENDER OF ANY
JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY
ACTION UNDER THIS FIRST SUPPLEMENT TO ENFORCE SAME IN ANY OTHER
APPROPRIATE FORUM OR JURISDICTION.

* * * *

IN WITNESS WHEREOF, Mortgagor has duly executed this First Supplement as of the date first written above.

WABASH NATIONAL, L.P.

By: Wabash National Trailer Centers, Inc.
Its General Partner

By 
Its Senior Vice President

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as agent

By _____
Its _____

IN WITNESS WHEREOF, Mortgagor has duly executed this First Supplement
as of the date first written above.

WABASH NATIONAL, L.P.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as agent

By *Jan M*
Its Vice President

First Supplement to Copyright, Patent, Trademark and License Mortgage

TRADEMARK
REEL: 003549 FRAME: 0437

SCHEDULE A

PATENT APPLICATIONS

Description	Application No.	Filing Date
One-piece sidewall liner with logistic slot and method of making same	11/401730	4/11/06
Fused thermoplastic scuff and wall plate	11/461585	8/1/06
Wall construction	not yet issued	
System and method of wireless communication between a trailer and a tractor	11/463096	8/8/06
Roof structure for a trailer	11/563796	11/28/06
Grab handle	11/560573	11/16/06
Floor seal connection for a trailer	11/532388	9/15/06
Trailer wireless network	11/558569	11/10/06
Circuit protection	11/561608	1/20/06
Door status monitoring system for trailer door	not yet issued	
Wireless break wear monitoring system	not yet issued	
Wireless tire status monitor and monitoring system	11/468327	8/30/06
Integrated LED light bars and roof structure for trailers	not yet issued	
Integrated bonded logistics joint	not yet issued	
Spring brake internal venting	11/533917	9/21/06
Logistics panel and method of forming same	not yet issued	
Segmented composite panel	not yet issued	
Butt joint	not yet issued	
Pintle hook and rear impact guard	not yet issued	
Trailer rear door frame with angled rear sill	not yet issued	
Refrigerated trailer subpan	not yet issued	

PATENT REGISTRATIONS

Description	Registration No.	Registration Date
Trailer & trailer unloading system	5009567	4/32/91
Composite joint configuration	7069702	7/4/06
Integrated anchoring system and composite plate for a trailer side wall joint	7134820	11/14/06

SCHEDULE B

TRADEMARK APPLICATIONS

Mark	Application No.	Filing Date
OUR INNOVATION MOVES THE WORLD	76/655080	2/14/06

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
DURAPLATE HD	3141656	9/12/06