

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wabash Magnetics LLC		04/04/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1094277	WABASH	
Registration Number:	759128	WM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	Oleh.Hereliuk@federalresearch.com		
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Ste 401		
<b>Address Line 2:</b>	attn: Oleh Hereliuk		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	385912		
<b>NAME OF SUBMITTER:</b>	Oleh Hereliuk		

CH \$65.00 1094277

Signature:

/oh/

Date:

05/29/2007

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Wabash Magnetics LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 4, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank, National Association

Internal

Address: Commercial Loan Service Center/DCC

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: USA

Zip: 15219

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Association Citizenship USA

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)

**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)  
1094277, 759128

Additional sheet(s) attached?  Yes  No

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

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

Name: Don Kay

Internal Address: McGuireWoods LLP

Street Address: 1800 Century Park East, 8th Floor

City: Los Angeles

State: CA Zip: 90067

Phone Number: (310) 956-3417

Fax Number: (310) 315-8210

Email Address: dkay@mcguirewoods.com

**6. Total number of applications and registrations involved:**

2

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

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

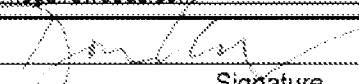
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Date

5/23/07

Don Kay

Name of Person Signing

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

6

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of April 4, 2007, by and among WABASH MAGNETICS LLC, a Delaware limited liability company (the "Pledgor"), and PNC BANK, NATIONAL ASSOCIATION (in its capacity as administrative agent for the Lenders (defined below), the "Secured Party"), pursuant to that certain First Lien Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "Credit Agreement"), among Pledgor, KURZ-KASCH, INC., a Delaware corporation, certain of their affiliates, the financial institutions party thereto from time to time (collectively, the "Lenders"), and the Secured Party. Initially capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

### RECITALS:

A. Pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Secured Party a lien and security interest in all General Intangibles of the Pledgor, including, without limitation, all of the Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by the Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Secured Party a lien on and a continuing security interest in all of the Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, to the extent included in the Collateral (as defined in the Credit Agreement):

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark

Registration, Trademark Application, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Credit Agreement. To the extent there is any conflict between the terms of this Agreement and the Credit Agreement, the Credit Agreement shall control.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page is Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

WABASH MAGNETICS LLC

By: \_\_\_\_\_

Name: Loren Roseman

Title: Secretary

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: Peter Zimmerer

Title: Senior Vice President

Signature Page

WIRZ-KASCH First Lien Trademark Security Agreement (Wabash) #1502861

**TRADEMARK**  
**REEL: 003550 FRAME: 0209**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

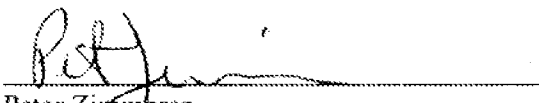
PLEDGOR:

WABASH MAGNETICS LLC

By: \_\_\_\_\_  
Name: Loren Roseman  
Title: Secretary

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Name: Peter Zimmerer  
Title: Senior Vice President

Signature Page

**Schedule J**  
to  
**Trademark Security Agreement**

**I. Licensed Trademarks**

Each of the trademarks below are licensed to Wabash pursuant to the Trademark License Agreement (the "Agreement"), dated December 2, 2003, between WMI Holding LLC ("WMI") and Delaware Capital Formation, Inc. ("DCF"). DCF's rights under the Agreement were assigned to Wabash on February 28, 2007. Wabash Technologies, Inc. (as an assignee of WMI Holding LLC) is the owner of record of each of the trademarks listed in the table below

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	0994277	27-Jun-78	71-077583	18-Feb-79	Wabash
Japan	1410780	30-May-88			Wabash

**II. Wabash Owned Trademarks**

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	759128	29-Oct-63	72-121449	05-Jun-63	WM and Design
United States	unregistered				Wabash Magnetics

Schedule J to Trademark Security Agreement (Wabash/PNC)