

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wabash Technologies, Inc.		07/03/2008	CORPORATION: DELAWARE
Wabash Intermediate Holding Corp.		07/03/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sun DriveSol Finance, LLC		
<b>Street Address:</b>	5200 Town Center Circle, Suite 600		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1094277	WABASH	
Registration Number:	2987041	WABASH TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	10123-6 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		

CH \$65.00 1094277

Signature:	/Renee M. Prescan/
Date:	07/08/2008
<b>Total Attachments: 5</b> source=Wabash - EXECUTED (trademark Security Agreement ) July 3, 2008_(13048227_1)#page1.tif source=Wabash - EXECUTED (trademark Security Agreement ) July 3, 2008_(13048227_1)#page2.tif source=Wabash - EXECUTED (trademark Security Agreement ) July 3, 2008_(13048227_1)#page3.tif source=Wabash - EXECUTED (trademark Security Agreement ) July 3, 2008_(13048227_1)#page4.tif source=Wabash - EXECUTED (trademark Security Agreement ) July 3, 2008_(13048227_1)#page5.tif	

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement (the "Intercreditor Agreement"), dated as of July 3, 2008 by and among (i) Sun DriveSol Finance, LLC, a Delaware limited liability company, (ii) Wabash Technologies, Inc., a Delaware corporation and Wabash Intermediate Holding Corp., a Delaware corporation (collectively, the "Companies"), and (iii) Ableco Finance LLC, as administrative agent and collateral agent (the "Senior Agent"), to the indebtedness (including interest) owed by the Companies pursuant to that certain Financing Agreement dated as of November 20, 2007 among the Companies, the Senior Agent and the lenders from time to time party thereto (the "Senior Credit Agreement") and related agreements, instruments and documents, as such Senior Credit Agreement and related agreements, instruments and documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement and related agreements, instruments and documents, in each case to the extent permitted by the Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2008, is made by Wabash Technologies, Inc., a Delaware corporation (the "Borrower") and Wabash Intermediate Holding Corp., a Delaware corporation, each of the foregoing, a "Grantor" and collectively the "Grantors", in favor of Sun DriveSol Finance, LLC, a Delaware limited liability company, as lender (the "Secured Party").

### WITNESSETH:

WHEREAS, the Borrower has executed and delivered to the Secured Party, that certain Senior Subordinated Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note"); and

WHEREAS, the Grantors have each executed and delivered to the Secured Party, a Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreements");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note each Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) All of its trademarks registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing, or (ii) injury to the goodwill associated with any of the foregoing.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreements and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6 of the Security Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

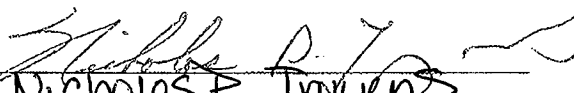
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

WABASH TECHNOLOGIES, INC.

By:   
Name: Nicholas P. Trovans  
Title: Secretary

WABASH INTERMEDIATE HOLDING CORP.

By:   
Name: Nicholas P. Trovans  
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

SUN DRIVESOL FINANCE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

WABASH TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WABASH INTERMEDIATE HOLDING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

SUN DRIVESOL FINANCE, LLC

By: Matthew Garff  
Name: Matthew Garff  
Title: Vice President + Assistant Secretary

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

All of the following trademarks are owned by Borrower:

**Trademark Registrations**

<b>Registration No.</b>	<b>Mark</b>	<b>Date Registered</b>
1,094,277	Wabash	06/27/1978
2,987,041	Wabash Technologies	08/23/2005