

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.		06/03/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3372759	OUR INNOVATION MOVES THE WORLD	
Registration Number:	3372463	SOLARGUARD	
Registration Number:	3372448	FREIGHTPRO	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2759.147		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$90.00 3372759

900136273

TRADEMARK
REEL: 004004 FRAME: 0926

Signature:	/njb/
Date:	06/15/2009
Total Attachments: 8 source=Wabash Supplement IP Mortgage#page1.tif source=Wabash Supplement IP Mortgage#page2.tif source=Wabash Supplement IP Mortgage#page3.tif source=Wabash Supplement IP Mortgage#page4.tif source=Wabash Supplement IP Mortgage#page5.tif source=Wabash Supplement IP Mortgage#page6.tif source=Wabash Supplement IP Mortgage#page7.tif source=Wabash Supplement IP Mortgage#page8.tif	

**SUPPLEMENT TO COPYRIGHT, PATENT, TRADEMARK AND LICENSE
MORTGAGE**

THIS SUPPLEMENT TO COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Supplement") made as of this 3rd day of June, 2009, 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).

W I T N E S S E T H

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, 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 desire 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 Patents (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 Trademarks (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 Supplement).

4. Binding Effect; Benefits. This 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 Supplement.

5. APPLICABLE LAW; SEVERABILITY. THIS SUPPLEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED IN AND SHALL BE DEEMED TO HAVE BEEN MADE IN CHICAGO, ILLINOIS. THIS 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 SUPPLEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS 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. MAILS, PROPER POSTAGE PREPAID. NOTHING IN THIS SUPPLEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF

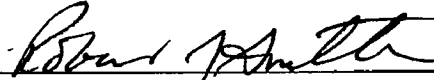
AGENT OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY AGENT OR ANY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS SUPPLEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

* * * *

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

WABASH NATIONAL, L.P.

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

By: 

Name: Robert J. Smith

Title: Vice President Treasurer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as agent

By: _____
Name: _____
Title: _____

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BANK OF AMERICA, N.A., as agent

By: Jan Mij
Name: Jason Riley
Title: SVP

SCHEDULE A

<u>Patent</u>	<u>Patent No./Application No.</u>
Hold down device	D573874
Interlocking joint for a wall or door of a trailer	7500713
Sidewall of a semi-trailer having a high baserail	7114762
Composite joint configuration	6986546
Door lock for a semi-trailer	6886870
Corner-post mounted, status light display for a semi-trailer	6870473
Composite joint configuration	11416479
One piece sidewall liner logistic slot and method of making same	11401730
Fused thermoplastic scuff and wall plate	11461585
Trailer wireless network	11558569
Circuit protection	11561608
Door status monitoring system for trailer door	11677107
Air tank pressure monitoring	11668026
Interlocking joint for a wall or door of a trailer	12369538
Logistics panel for use in a sidewall of a trailer and method of forming same	11856272
Method of forming logistics panel for use in a sidewall of a trailer	11856298
Composite panel for a trailer wall	11859014
Butt joint	11972730
Pintle hook and rear impact guard	11625908
Trailer rear door frame with angled rear sill	11846100
Insulating sheet and refrigerated trailer components formed from same	11943022
Wall joint construction for a trailer	11758999
Multi-layer hold down assembly	12259440
System and method for monitoring brake wear	11844871
Vehicle skylight and method for installing same	12357204
Roof assembly for a storage container	12400384
Method for mounting logistics strips to an inner surface of a storage container sidewall	12400978
Door locking assembly for a storage container	12406563
Skylight	29322402
Foldable mobile storage container	61104953
Trailer coupler assembly including a sacrificial anode	61107200
Composite wood flooring	61150131

Panel for a storage container	61160127
Cable curtain side-override protection and built-in aerodynamic panel	61169933
Multi-layer hold down assembly	PCT/US08/081429
Vehicle skylight and method for installing same	PCT/US09/031505
Door locking assembly for a storage container	PCT/US09/037522
Method for mounting logistics strips to an inner surface of a storage container side wall	PCT/US09/036630

SCHEDULE B

<u>Trademark</u>	<u>Registration No.</u>
Our Innovation Moves the World	3372759
Solarguard	3372463
Freightpro	3372448