

**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 Technologies, Inc.		12/16/2010	CORPORATION: DELAWARE
Wabash Intermediate Holding Corp.		12/16/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BMO Harris Financing, Inc.
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1094277	WABASH
Registration Number:	2987041	WABASH TECHNOLOGIES

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-862-6371  
 Email: renee.prescan@kirkland.com

**900179354**

**TRADEMARK  
 REEL: 004438 FRAME: 0237**

**CH \$65.00 1094277**

Correspondent Name: Renee Prescan  
Address Line 1: 300 North LaSalle Street  
Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	23637-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	12/21/2010

Total Attachments: 5  
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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 December 16, 2010 by and among (i) BMO Harris Financing, Inc. and Bank of Montreal (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 December 16, 2010, 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 BMO Harris Financing, Inc., as lender, and Bank of Montreal, as issuer of letters of credit (BMO Harris Financing, Inc. and Bank of Montreal, collectively, the "Secured Party").

### WITNESSETH:

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

WHEREAS, the Borrower has executed and delivered to the Secured Party, that certain Loan Authorization Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, together with the Note, the "Loan Documents"); 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 Loan Documents 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 Security Agreements.

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 Agreements.

*[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: *[Signature]*  
Name: JAMES R. BURR  
Title: CEO

WABASH INTERMEDIATE HOLDING CORP.

By: *[Signature]*  
Name: JAMES R. BURR  
Title: CEO

**ACCEPTED AND ACKNOWLEDGED BY:**

BMO HARRIS FINANCING, INC., as lender

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

BANK OF MONTREAL, as issuer of letters of credit

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:**

BMO HARRIS FINANCING, INC., as lender

By:   
Name: Bret M. Sanchez  
Title: Vice President

BANK OF MONTREAL, as issuer of letters of credit

By:   
Name: Bret M. Sanchez  
Title: Vice President

**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