

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment to Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wabash Valley Manufacturing, Inc.		09/15/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	135 South LaSalle Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2416885		
<b>Registration Number:</b>	2415151	SPYDER	
<b>Registration Number:</b>	2315266	W WABASH VALLEY	
<b>Registration Number:</b>	2238269	WABASH VALLEY	
<b>Registration Number:</b>	1426591	WABASH VALLEY MFG., INC.	
<b>Registration Number:</b>	3358072	URBANSCAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	703-712-5361		
<b>Email:</b>	scotugno@mcguirewoods.com		
<b>Correspondent Name:</b>	Shannon cotugno		
<b>Address Line 1:</b>	1750 tysons blvd		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	tysons corner, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	2039261-0182		
<b>NAME OF SUBMITTER:</b>	Shannon Cotugno		

OP \$165.00 2416885

<b>SIGNATURE:</b>	/SHANNON COTUGNO/
<b>DATE SIGNED:</b>	09/17/2014
<b>Total Attachments: 4</b> source=3BABC_Brown Jordan - Amendment to Wabash TM Security Agreement#page1.tif source=3BABC_Brown Jordan - Amendment to Wabash TM Security Agreement#page2.tif source=3BABC_Brown Jordan - Amendment to Wabash TM Security Agreement#page3.tif source=3BABC_Brown Jordan - Amendment to Wabash TM Security Agreement#page4.tif	

**AMENDMENT TO GRANT OF SECURITY INTEREST**

This **AMENDMENT TO GRANT OF SECURITY INTEREST** (this "Amendment"), dated as of September 15, 2014, by and between WABASH VALLEY MANUFACTURING, INC., an Indiana corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Loan Agreement, as defined below).

A. The Grantor, the Agent, the borrowers party thereto from time to time, and the financial institutions party thereto from time to time as lenders entered into that certain Amended and Restated Revolving and Term Loan Agreement (as amended, restated, or otherwise modified prior to the date hereof, the "Existing Loan Agreement"), dated as of December 16, 2011;

B. In connection with the Existing Loan Agreement, the Grantor and the Agent entered into that certain Grant of Security Interest (as amended, restated, or otherwise modified from time to time, the "Trademark Security Interest"), dated as of December 16, 2011, and recorded on December 22, 2011, at Reel/Frame 4684/0820;

C. The Grantor now desires to enter into that certain Second Amended and Restated Revolving Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Grantor, Agent, Lenders, and the other borrowers party thereto from time to time; and

D. The Grantor has requested that the Agent agree to amend the Trademark Security Interest, in order to provide for the terms and conditions upon which the Obligations (as defined in the Loan Agreement) are secured by the Collateral (as defined in the Trademark Security Interest),

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Loan Agreement, the Trademark Security Interest, and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree (a) that all references to the Existing Loan Agreement in the Trademark Security Interest are hereby deemed to be references to the Loan Agreement, (b) that all references to Liabilities in the Trademark Security Interest are hereby deemed to be references to Obligations, and (c) that Schedule 1-A of the Trademark Security Interest is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto, in order to add the following Collateral thereto; provided, that no such amendment or restatement shall release or be deemed to release any security interest in any present or future Collateral granted to Agent and the Lenders as collateral pursuant to the Trademark Security Interest:

Mark	Registration Date	Registration No.
Urbanscape	12/18/2007	3,358,072

The Grantor hereby represents and warrants to each Lender and the Agent that after giving effect to this Amendment, Schedule 1-A of the Trademark Security Interest sets forth a complete and accurate list of all of the Grantor's Trademarks (as defined in the Trademark Security Interest) as of the date hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

**GRANTOR:**

**WABASH VALLEY MANUFACTURING, INC.**, an  
Indiana corporation

By:   
Name: Vincent A. Tortorici  
Title: Chief Financial Officer and Treasurer

**AGENT:**

**BANK OF AMERICA, N.A.**, a national banking  
association

By: \_\_\_\_\_  
Name: Peter M. Walther  
Title: Senior Vice President

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

**GRANTOR:**

**WABASH VALLEY MANUFACTURING, INC.**, an  
Indiana corporation

By: \_\_\_\_\_  
Name: Vincent A. Tortorici  
Title: Chief Financial Officer and Treasurer

**AGENT:**

**BANK OF AMERICA, N.A.**, a national banking  
association

By: \_\_\_\_\_  
Name: Peter M. Walther  
Title: Senior Vice President

**EXHIBIT A**

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**

**PURSUANT TO SECOND AMENDED AND RESTATED REVOLVING LOAN AND SECURITY AGREEMENT**

**TRADEMARKS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Spider Design	01/02/2001	2,416,885
Spyder	12/26/2000	2,415,151
W Wabash Valley (Stylized Letters)	02/08/2000	2,315,266
Wabash Valley	04/13/1999	2,238,269
Wabash Valley Mfg., Inc.	01/27/1987	1,426,591
Urbanscape	12/18/2007	3,358,072