

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kurz-Kasch, Inc.		04/04/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Steel City Capital Funding, LLC
Street Address:	1600 Market Street, 31st Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2676682	KURZ-KASCH
Registration Number:	2690789	MAYFAIR
Registration Number:	2642145	KURZ-KASCH
Registration Number:	2676685	KURZ-KASCH
Registration Number:	2682592	KURZ-KASCH
Registration Number:	2642142	KURZ-KASCH
Registration Number:	2676684	KURZ-KASCH
Registration Number:	2642143	KURZ-KASCH
Registration Number:	2682590	KURZ-KASCH

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: Oleh.Hereliuk@federalresearch.com

CH \$240.00 2676682

Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

386113

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

05/30/2007

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTEREST GRANTED TO STEEL CITY PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY STEEL CITY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF APRIL 4, 2007 (THE "**INTERCREDITOR AGREEMENT**"), AMONG PNC BANK, NATIONAL ASSOCIATION AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THAT CERTAIN FIRST LIEN REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT, DATED AS OF APRIL 4, 2007 (AS SUCH CAPACITY, THE "**FIRST LIEN AGENT**") AND STEEL CITY; AND EACH HOLDER OF THE OBLIGATIONS HEREUNDER, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. FOR SO LONG AS THE INTERCREDITOR AGREEMENT IS IN EFFECT, TO THE EXTENT THAT THIS AGREEMENT REQUIRES DELIVERY OF ANY ITEMS OF COLLATERAL OR PROCEEDS THEREOF (INCLUDING INSURANCE PROCEEDS) TO STEEL CITY CAPITAL FUNDING, LLC, DELIVERY OF THE SAME TO THE FIRST LIEN AGENT SHALL CONSTITUTE COMPLIANCE BY THE OBLIGORS WITH SUCH REQUIREMENTS OF THIS AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Agreement**") is dated as of April 4, 2007, by and among KURZ-KASCH, INC., a Delaware corporation (the "**Pledgor**"), and STEEL CITY CAPITAL FUNDING, LLC (the "**Secured Party**"), pursuant to that certain Second Lien Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "**Credit Agreement**"), among Pledgor, WABASH MAGNETICS LLC, a Delaware limited liability company, certain of their affiliates, 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

(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:

KURZ-KASCH, INC.

By: 
Name: Loren Roseman
Title: Vice President

SECURED PARTY:

STEEL CITY CAPITAL FUNDING, LLC

By: _____
Name: Ian Yehros
Title: Managing Director

Signature Page

KURZ-KASCH - Second Lien Trademark Security Agreement (Kurz-Kasch) #4509768

TRADEMARK
REEL: 003551 FRAME: 0115

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:

KURZ-KASCH, INC.

By: _____
Name: Loren Roseman
Title: Vice President

SECURED PARTY:

STEEL CITY CAPITAL FUNDING, L.P.

By:  _____
Name: Ilan Yehros
Title: Managing Director

Signature Page

Schedule 1
to
Trademark Security Agreement

I. Licensed Trademarks:

None

II. Kurz-Kasch Owned Trademarks

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	2676682	21-Jan-03	76-264077	30-May-01	KURZ-KASCH and Design
United States	2690789	25-Feb-03	76-415572	04-Jun-02	MAYFAIR
United States	2642145	29-Oct-02	76-264031	30-May-01	KURZ-KASCH
United States	2676685	21-Jan-03	76-264632	30-May-01	KURZ-KASCH
United States	2682592	04-Feb-03	76-264633	30-May-01	KURZ-KASCH AND DESIGN
United States	2642147	29-Oct-02	76-264075	30-May-01	KURZ-KASCH and Design
United States	2676684	21-Jan-03	76-264465	30-May-01	KURZ-KASCH AND DESIGN
United States	2642143	29-Oct-02	76-264079	30-May-01	KURZ-KASCH
United States	2682590	04-Feb-03	76-264080	30-May-01	KURZ-KASCH

Schedule 1 to Trademark Security Agreement (Kurz-Kasch/Steel City)