

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wabash Magnetics LLC		04/04/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steel City Capital Funding, LLC		
<b>Street Address:</b>	1600 Market Street, 31st Floor		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1094277	WABASH	
Registration Number:	759128	WM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	Oleh.Hereliuk@federalresearch.com		
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Ste 401		
<b>Address Line 2:</b>	attn: Oleh Hereliuk		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	386114		
<b>NAME OF SUBMITTER:</b>	Oleh Hereliuk		
<b>Signature:</b>	/oh/		

CH \$65.00 1094277

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

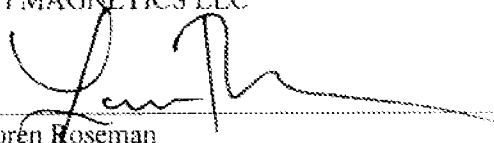
The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference 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:

WABASH MAGNETICS LLC

By:   
Name: Loren Roseman  
Title: Secretary

SECURED PARTY:

STEEL CITY CAPITAL FUNDING, LLC

By: \_\_\_\_\_  
Name: Ian Yehros  
Title: Managing Director

Signature Page

AKURZ-KASCH: Second Lien Trademark Security Agreement (Wabash) #4509784

**TRADEMARK**  
**REEL: 003551 FRAME: 0208**

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:

WABASH MAGNETICS LLC

By: \_\_\_\_\_  
Name: Loren Roseman  
Title: Secretary

SECURED PARTY:

STEEL CITY CAPITAL FUNDING, LLC

By: \_\_\_\_\_  
Name: Allan Yehros  
Title: Managing Director

Signature Page

**Schedule I**  
to  
**Trademark Security Agreement**

**I. Licensed Trademarks**

Each of the trademarks below are licensed to Wabash pursuant to the Trademark License Agreement (the "Agreement"), dated December 2, 2003, between WMI Holding LLC ("WMI") and Delaware Capital Formation, Inc. ("DCF"). DCF's rights under the Agreement were assigned to Wabash on February 28, 2007. Wabash Technologies, Inc. (as an assignee of WMI Holding LLC) is the owner of record of each of the trademarks listed in the table below.

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	1094277	27-Jun-78	73-077583	18-Feb-76	Wabach
Japan	1416780	30-May-88			Wabach

**II. Wabash Owned Trademarks**

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	759128	29-Oct-63	72-121449	05-Jun-61	WM and Design
United States	unregistered				Wabash Magnetics

Schedule I to Trademark Security Agreement (Wabash/Steel City)