

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wabash Technologies, Inc.		11/19/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	450 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1094277	WABASH	
Registration Number:	2082623	SILVER-IN-GLASS	
Registration Number:	2987041	WABASH TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.0855		
NAME OF SUBMITTER:	Watt Wanapha (014951.0855)		

CH \$90.00 1094277

Signature:

/kc for ww/

Date:

11/21/2007

Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Wabash Technologies, Inc., a Delaware corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 20, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

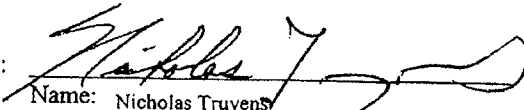
WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Collateral as such term is defined in the Security Agreement) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

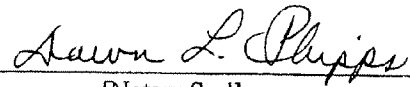
IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 19, 2007.

WABASH TECHNOLOGIES, INC.

By: 
Name: Nicholas Truyens
Title: CFO, Treasurer & Secretary

STATE OF Michigan
COUNTY OF Oakland ss.:

On this 19th day of November __, 2007, before me personally came Nicholas Truyens, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of Wabash Technologies, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Wabash Technologies, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[Notary Seal]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

U.S. Trademark Registrations

Registration No.	Mark	Date Registered
1,094,277	Wabash	06/27/1978
2,082,623	Silver-In-Glass	07/22/1997
2,987,041	Wabash Technologies	08/23/2005

Foreign Trademark Registrations

Registration No.	Mark	Date Registered
1416780 (JP)	Wabash	05/30/1980
4103966 (CTM)	Wabash Technologies	12/19/2005

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