

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wabash National, L.P.	06/28/2011
RECEIVING PARTY DATA	
Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	150 South Wacker Drive, Suite 2200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 58	
Property Type	Number
Patent Number:	5221103
Patent Number:	5152228
Patent Number:	5218794
Patent Number:	5439266
Patent Number:	5607200
Patent Number:	5860693
Patent Number:	6220651
Patent Number:	6412854
Patent Number:	7069702
Patent Number:	6986546
Patent Number:	5876089
Patent Number:	5938274
Patent Number:	5997076
Patent Number:	7500713
Patent Number:	7862103

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REEL: 026524 FRAME: 0566

OP \$2320.00 5221103

Patent Number:	7588286
Patent Number:	7762618
Patent Number:	7931328
Patent Number:	7677642
Patent Number:	7527309
Patent Number:	7722112
Patent Number:	7878574
Patent Number:	D619505
Patent Number:	D573874
Patent Number:	6199939
Patent Number:	6886870
Patent Number:	6662424
Patent Number:	6450833
Patent Number:	6870473
Patent Number:	6824341
Patent Number:	7134820
Patent Number:	5195800
Patent Number:	7114762
Application Number:	11856298
Application Number:	12573229
Application Number:	11846100
Application Number:	12259440
Application Number:	61372259
Application Number:	12400978
Application Number:	12406563
Application Number:	12582267
Application Number:	12400384
Application Number:	12760798
Application Number:	12760802
Application Number:	12577490
Application Number:	12721027
Application Number:	12816740
Application Number:	12793132
Application Number:	13023206
Application Number:	61254907

	13113114
Application Number:	13088596
Application Number:	13053807
Application Number:	61416107
Application Number:	61430017
Application Number:	12503234
Application Number:	11943022
Application Number:	12910956

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn, Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.271
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NAME OF SUBMITTER:	Sharon Patterson
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 28th day of June, 2011, by and between **WABASH NATIONAL, L.P.**, a Delaware limited partnership ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Wabash National Corporation, a Delaware corporation ("Wabash"), Wabash National Trailer Centers, Inc. ("Trailer"), Wabash Wood Products, Inc. ("Wood"), Grantor and Transcraft Corporation ("Transcraft"; collectively, with Wabash, Trailer, Wood and Grantor, the "Borrowers" and each individually, a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of

the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, to the extent not constituting Excluded Collateral (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable agreements between the applicable Loan Party and the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PATENT SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

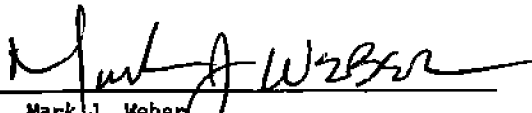
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WABASH NATIONAL, L.P.,
a Delaware limited partnership

By: Wabash National Trailer Centers, Inc.,
Its General Partner

By: 
Name: Mark J. Weber
Title: Vice President - Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 026524 FRAME: 0573

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WABASH NATIONAL, L.P.,
a Delaware limited partnership

By: Wabash National Trailer Centers, Inc.,
Its General Partner

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By:  _____
Name: DAN LAVEN
Title: VICE PRESIDENT

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Patent Registration No.	Name	Owner
5221103	Quick Change Slider Panel and Installation Method for Flatbed Trailer	Wabash National, L.P.
5152228	Universal Coupling Adapter for Rail-Highway Vehicles	Wabash National, L.P.
5218794	Movable Deck System	Wabash National, L.P.
5439266	Riveted Plate Trailer Construction	Wabash National, L.P.
5607200	Curtain Securing Mechanism	Wabash National, L.P.
5860693	Composite Joint Configuration	Wabash National, L.P.
6220651	Composite Joint Configuration	Wabash National, L.P.
6412854	Composite Joint Configuration	Wabash National, L.P.
7069702	Composite Joint Configuration	Wabash National, L.P.
6986546	Composite Joint Configuration	Wabash National, L.P.
5876089	Trailer with Horizontal Logistics Splice and Vertical Dummy Splice Members	Wabash National, L.P.
5938274	Coining Offset into Edge of Composite Plate Members for Forming Trailer Doors and Walls	Wabash National, L.P.
5997076	Logistics at Composite Panel Vertical Joints	Wabash National, L.P.
7500713	Interlocking Joint for a Wall or Door of a Trailer	Wabash National, L.P.
7862103	Interlocking Joint for a Wall or Door of a Trailer	Wabash National, L.P.
7588286	Logistics Panel for Use in a Sidewall of a Trailer	Wabash National, L.P.
7762618	Logistics Panel for Use in a Sidewall of a Trailer	Wabash National, L.P.
7931328	Logistics Panel for Use in a Sidewall of a Trailer	Wabash National, L.P.
7677642	Butt Joint for Trailer Side Wall	Wabash National, L.P.
7527309	Integrated Rear Impact Guard and Pintle Hook Assembly	Wabash National, L.P.
7722112	Composite Panel for a Trailer Wall	Wabash National, L.P.
7878574	Vehicle Skylight and Method for Installing Same	Wabash National, L.P.
D619505	Skylight	Wabash National, L.P.
D573874	Hold Down Device	Wabash National, L.P.
6199939	Composite Joint Configuration	Wabash National, L.P.
6886870	Door Lock for a Semi-Trailer	Wabash National, L.P.
6662424	Method of Attaching a Logistics Rail to a Trailer Side Wall	Wabash National, L.P.
6450833	Seven-Way Trailer Connector	Wabash National, L.P.
6870473	Corner-Post Mounted, Status Light Display for a Semi-Trailer	Wabash National, L.P.

Patent Registration No.	Name	Owner
6824341	Integrated Anchoring System and Composite Plate for a Trailer Side Wall Joint	Wabash National, L.P.
7134820	Integrated Anchoring System and Composite Plate for a Trailer Side Wall Joint	Wabash National, L.P.
5195800	Plate Wall Trailer	Wabash National, L.P.
7114762	Sidewall of a Semi-Trailer Having a High Baserail	Wabash National, L.P.
11/856298 (pending)	Method of Forming a Logistics Panel for Use in a Sidewall of a Trailer	Wabash National, L.P.
12/573229 (pending)	Butt Joint for Trailer Side Wall	Wabash National, L.P.
11/846100 (pending)	Trailer Rear Door Frame with Angled Rear Sill	Wabash National, L.P.
12/259440 (pending)	Multi-Layer Hold Down Assembly	Wabash National, L.P.
61/372259 (pending)	Composite Panel Having Perforated Foam Core	Wabash National, L.P.
12/400978 (pending)	Method for Mounting Logistics Strips to an Inner Surface of a Storage Container Wall	Wabash National, L.P.
12/406563 (pending)	Door Locking Assembly for a Storage Container	Wabash National, L.P.
12/582267 (pending)	Trailer Coupler Assembly Including a Sacrificial Anode	Wabash National, L.P.
12/400384 (pending)	Roof Assembly for a Storage Container	Wabash National, L.P.
12/760798 (pending)	Side Skirt System for a Trailer	Wabash National, L.P.
12/760802 (pending)	Side Underride Cable System for a Trailer	Wabash National, L.P.
12/577490 (pending)	Foldable Mobile Storage Container	Wabash National, L.P.
12/721027 (pending)	Panel for a Storage Container	Wabash National, L.P.
12/816740 (pending)	Semi-Trailer for Transporting Circular Objects	Wabash National, L.P.
12/793132 (pending)	Visual Indicator Adaptor and Assembly for a Tractor Trailer	Wabash National, L.P.
13/023206 (pending)	Visual Indicator Adaptor and Assembly for a Tractor Trailer	Wabash National, L.P.
61/254907 (pending)	Modular Storage Container	Wabash National, L.P.
13/113114 (pending)	Overhead Door Assembly for a Storage Container	Wabash National, L.P.
13/088596 (pending)	Roof Assembly for Storage Container	Wabash National, L.P.
13/053807 (pending)	Liquefied Air Refrigeration System for a Storage Container	Wabash National, L.P.
61/416107 (pending)	Hinged Bottom Roller for Overhead Door Assembly	Wabash National, L.P.
61/430017 (pending)	Fiber-Reinforced Floor System	Wabash National, L.P.
12/503234 (pending)	Method of Making a One-Piece Sidewall Liner with Logistic Slot	Wabash National, L.P.
11/943022 (pending)	Insulating Sheet and Refrigerated Trailer Components Formed from Same	Wabash National, L.P.
12/910956 (pending)	Modular Storage Container	Wabash National, L.P.

Patent Licenses

None.