

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Beall Corporation	02/04/2013
RECEIVING PARTY DATA	
Name:	Wabash National, L.P.
Street Address:	1000 Sagamore Parkway South
City:	Lafayette
State/Country:	INDIANA
Postal Code:	47905
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7815212
Application Number:	13401699
CORRESPONDENCE DATA	
Fax Number:	7657715579
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7657715300
Email:	carli.stewart@wabashnational.com
Correspondent Name:	Carli Stewart of Wabash National Corp.
Address Line 1:	1000 Sagamore Parkway South
Address Line 4:	Lafayette, INDIANA 47905
NAME OF SUBMITTER:	Shelly L. McGee
Total Attachments: 4 source=Patents#page1.tif source=Patents#page2.tif source=Patents#page3.tif source=Patents#page4.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

This Intellectual Property Assignment and License Agreement ("**Agreement**"), effective as of February 4, 2013 ("**Effective Date**"), is between Wabash National L.P., a Delaware limited partnership ("**Buyer**"), and Beall Corporation, an Oregon corporation ("**Seller**"). Buyer and Seller are each referred to as a "**Party**" and collectively as the "**Parties**."

1. **Definitions.** Unless otherwise defined in this Agreement, terms that are capitalized in this Agreement will be defined as set forth below:

1.1. "**Business**" has the meaning assigned to it in that certain Asset Purchase Agreement among Buyer, Seller, Sector Corporation and St. Johns Corporation dated as of January 24, 2013 (the "**Purchase Agreement**").

1.2. "**Intellectual Property Rights**" has the meaning assigned to it in the Purchase Agreement.

2. **Assignment.** For good and valuable consideration, receipt of which is hereby acknowledged, Seller irrevocably assigns exclusively to Buyer all of Seller's present and future right, title and interest in and to the Intellectual Property Rights used in or held for use in the conduct of the Business, except to the extent the foregoing constitutes Excluded Assets under the Purchase Agreement.

3. **License of Other Rights.** If Seller has any rights to the Intellectual Property Rights used in or held for use in the conduct of the Business that cannot be assigned to Buyer, Seller grants to Buyer, during the term of such rights, an exclusive, royalty-free, perpetual license to use such rights in connection with the operation of the Business or the business of Buyer and its Affiliates. All rights not granted to Buyer in this Agreement are expressly retained by Seller.

4. **Future Cooperation.** Upon Buyer's request, Seller will execute and deliver to Buyer all documents necessary to perfect Buyer's right, title and interest in and to the Intellectual Property Rights assigned under Section 2 above, both domestically and abroad. Seller hereby irrevocably designates and appoints Buyer and its duly authorized agents as Seller's attorney-in-fact, to act for and in its behalf to execute and file those documents if Buyer is unable, after reasonable effort, to secure Seller's assistance for any reason.

5. **Effect.** This Agreement is subject to all the terms and conditions of the Purchase Agreement. The Parties intend that this Agreement shall not modify the applicable terms and conditions of the Purchase Agreement, which governs the Parties' rights and interests in the Intellectual Property Rights. Without limiting the foregoing in this Section, this Agreement does not expand, modify or limit any representations or warranties in the Purchase Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

Beall Corporation

By: T. Scott Koch

Name: T. Scott Koch

Title: Vice President - CFO

Address:

8801 N. Vancouver Avenue
Portland, OR 97217

BUYER:

Wabash National, L.P.

By: _____

Name: Mark Weber

Title: Vice President and Treasurer

Address:

c/o Wabash National Corporation
1000 Sagamore Parkway South
Lafayette, IN 47905

[Signature Page to Intellectual Property Assignment and License Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

Beall Corporation

By: _____

Name: _____


Title: _____

Address:

8801 N. Vancouver Avenue
Portland, OR 97217

BUYER:

Wabash National, L.P.

By:  _____

Name: Mark Weber

Title: Vice President and Treasurer ~~OF ITS~~
GENERAL PARTNER, WABASH NATIONAL TRAILER CENTERS, INC.

Address:

c/o Wabash National Corporation
1000 Sagamore Parkway South
Lafayette, IN 47905

[Signature Page to Intellectual Property Assignment and License Agreement]

SCHEDULE 2.1(k) TO ASSET PURCHASE AGREEMENT

INTELLECTUAL PROPERTY

Intellectual Property

1. Patents and Patent Applications

- (a) U.S. Patent No. 7,815,212 (Application No. 12/113,751)
- (b) U.S. Patent Application No. 13/401699, which is pending finalization of application.

