

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6359454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
WABASH NATIONAL, L.P.		09/28/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
<b>Street Address:</b>	10 S. WACKER DRIVE, 26TH FL	
<b>Internal Address:</b>	MAC N8405-261	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60606	
<b>PROPERTY NUMBERS Total: 40</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	10596950	
Patent Number:	10710423	
Patent Number:	10549789	
Patent Number:	10538051	
Patent Number:	10479419	
Patent Number:	10239566	
Patent Number:	10329763	
Patent Number:	10550569	
Patent Number:	10479405	
Patent Number:	10407103	
Application Number:	62235166	
Application Number:	62245227	
Application Number:	16788889	
Application Number:	62215660	
Application Number:	62215671	
Application Number:	16729915	
Application Number:	62245503	
Application Number:	16710832	
Application Number:	62299265	

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Property Type	Number
Application Number:	62299308
Application Number:	16274877
Application Number:	62299215
Application Number:	62357045
Application Number:	15439789
Application Number:	62382095
Application Number:	62444981
Application Number:	62543467
Application Number:	16100276
Application Number:	62550311
Application Number:	16111726
Application Number:	62764693
Application Number:	16540646
Application Number:	62725594
Application Number:	16556506
Application Number:	62748857
Application Number:	16656109
Application Number:	62979516
Application Number:	62903188
Application Number:	17019605
Application Number:	62951041

#### CORRESPONDENCE DATA

**Fax Number:** (704)373-8822

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 7043734640

**Email:** bsmith@mcguirewoods.com

**Correspondent Name:** BETTY SMITH, SENIOR PARALEGAL

**Address Line 1:** MCGUIREWOODS LLP, 201 N. TRYON STREET

**Address Line 2:** SUITE 3000

**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	2029724-0711
<b>NAME OF SUBMITTER:</b>	BETTY G. SMITH
<b>SIGNATURE:</b>	/Betty G. Smith/
<b>DATE SIGNED:</b>	10/20/2020

#### Total Attachments: 8

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source=Patent Security Agreement - Wabash National, L.P. (2020)#page8.tif

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 28<sup>th</sup> day of September, 2020, by and among the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted 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 September 28, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Wabash National Corporation, a Delaware corporation (the "Borrower"), the lenders party thereto (such lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Borrower and certain Subsidiaries of the Borrower party thereto, including Grantor, shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of September 28, 2020 (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 Secured Parties, 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 of each of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such 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 such 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 Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving such 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 Secured Parties, 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 Credit 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 satisfaction, repayment or payment in accordance with the definition of “Final Date” in the Credit Agreement. 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 NEW YORK.**

**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 NEW YORK, STATE OF NEW YORK; 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.**

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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.

**GRANTOR:**

**WABASH NATIONAL, L.P.**

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

By: \_\_\_\_\_  
Name: Michael N. Pettit  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: Laura Nickas  
Name: Laura Nickas  
Title: Authorized Signatory

Digitally signed  
by Laura Nickas  
Date: 2020.09.24  
12:43:53 -05'00'



SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>
Wabash National, L.P.	United States of America	COMPOSITE REFRIGERATED TRUCK BODY AND METHOD OF MAKING THE SAME	10596950	3/24/2020
Wabash National, L.P.	United States of America	JOINING A SUSPENSION ASSEMBLY TO A COMPOSITE TRAILER STRUCTURE	10,710,423	7/14/2020
Wabash National, L.P.	United States of America	JOINING A RAIL MEMBER TO A COMPOSITE TRAILER STRUCTURE	10,549,789	2/4/2020
Wabash National, L.P.	United States of America	EXTRUDED MOLDS AND METHODS FOR MANUFACTURING COMPOSITE TRUCK PANELS	10,538,051	1/21/2020
Wabash National, L.P.	United States of America	COMPOSITE REFRIGERATED SEMI-TRAILER AND METHOD OF MAKING THE SAME	10,479,419	11/19/2019
Wabash National, L.P.	United States of America	COMPOSITE FLOOR FOR A DRY TRUCK BODY	10,239,566	3/26/2019
Wabash National, L.P.	United States of America	COMPOSITE FLOOR STRUCTURE AND METHOD OF MAKING THE SAME	10,329,763	6/25/2019
Wabash National, L.P.	United States of America	COMPOSITE FLOOR STRUCTURE AND METHOD OF MAKING THE SAME	10,550,569	2/4/2020
Wabash National, L.P.	United States of America	MOUNTING BRACKET FOR A COMPOSITE TRUCK BODY FLOOR	10,479,405	11/19/2019
Wabash National, L.P.	United States of America	MOUNTING BRACKET FOR A TRUCK BODY AND METHOD FOR MOUNTING A COMPOSITE TRUCK BODY TO A CHASSIS	10,407,103	9/10/2019

### Patent Applications

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Application No.</b>	<b>Filing Date</b>
Wabash National, L.P.	United States of America	COMPOSITE REFRIGERATED TRUCK BODY AND METHOD OF MAKING THE SAME	62/235,166	9/30/2015
Wabash National, L.P.	United States of America	COMPOSITE REFRIGERATED TRUCK BODY AND METHOD OF MAKING THE SAME	62/245,227	10/22/2015
Wabash National, L.P.	United States of America	COMPOSITE REFRIGERATED TRUCK BODY AND METHOD OF MAKING THE SAME	16/788,889	2/12/2020
Wabash National, L.P.	United States of America	JOINING A SUSPENSION ASSEMBLY TO A COMPOSITE TRAILER STRUCTURE	62/215,660	9/8/2015
Wabash National, L.P.	United States of America	JOINING A RAIL MEMBER TO A COMPOSITE TRAILER STRUCTURE	62/215,671	9/8/2015
Wabash National, L.P.	United States of America	JOINING A RAIL MEMBER TO A COMPOSITE TRAILER STRUCTURE	16/729,915	12/30/2019
Wabash National, L.P.	United States of America	EXTRUDED MOLDS AND METHODS FOR MANUFACTURING COMPOSITE TRUCK PANELS	62/245,503	10/23/2015
Wabash National, L.P.	United States of America	EXTRUDED MOLDS AND METHODS FOR MANUFACTURING COMPOSITE TRUCK PANELS	16/710,832	12/11/2019
Wabash National, L.P.	United States of America	COMPOSITE REFRIGERATED SEMI TRAILER AND METHOD OF MAKING THE SAME	62/299,265	2/24/2016
Wabash National, L.P.	United States of America	COMPOSITE FLOOR FOR A DRY TRUCK BODY	62/299,308	2/24/2016
Wabash National, L.P.	United States of America	COMPOSITE FLOOR FOR A DRY TRUCK BODY	16/274,877	2/13/2019
Wabash National, L.P.	United States of America	COMPOSITE FLOOR STRUCTURE AND METHOD OF MAKING THE SAME	62/299,215	2/24/2016
Wabash National, L.P.	United States of America	COMPOSITES FORMED FROM CO-CURE ADHESIVE	62/357,045	6/30/2016
Wabash National, L.P.	United States of America	COMPOSITES FORMED FROM CO-CURE ADHESIVE	15/439,789	2/22/2017
Wabash National, L.P.	United States of America	MOUNTING BRACKET FOR A COMPOSITE TRUCK BODY FLOOR	62/382,095	8/31/2016
Wabash National, L.P.	United States of America	MOUNTING BRACKET FOR A TRUCK BODY AND METHOD FOR MOUNTING A COMPOSITE TRUCK BODY TO A CHASIS	62/444,981	1/11/2017
Wabash National, L.P.	United States of America	TRANSVERSE BEAM FOR COMPOSITE FLOOR STRUCTURE AND METHOD OF MAKING THE SAME	62/543,467	8/10/2017

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Application No.</b>	<b>Filing Date</b>
Wabash National, L.P.	United States of America	TRANSVERSE BEAM FOR COMPOSITE FLOOR STRUCTURE AND METHOD OF MAKING THE SAME	16/100,276	8/10/2018
Wabash National, L.P.	United States of America	COMPOSITE FLOOR STRUCTURE WITH EMBEDDED HARDPOINT CONNECTOR AND METHOD OF MAKING THE SAME	62/550,311	8/25/2017
Wabash National, L.P.	United States of America	COMPOSITE FLOOR STRUCTURE WITH EMBEDDED HARDPOINT CONNECTOR AND METHOD OF MAKING THE SAME	16/111,726	8/24/2018
Wabash National, L.P.	United States of America	SLIDE RAIL ASSEMBLY AND LANDING GEAR ASSEMBLY WITH EMBEDDED HARD POINT CONNECTORS	62/764,693	8/15/2018
Wabash National, L.P.	United States of America	SLIDE RAIL ASSEMBLY AND LANDING GEAR ASSEMBLY WITH EMBEDDED HARDPOINT CONNECTORS	16/540,646	8/14/2019
Wabash National, L.P.	United States of America	LOW-PROFILE SLIDE RAIL ASSEMBLY WITH EMBEDDED OR LAMINATED HARDPOINT CONNECTORS	62/725,594	8/31/2018
Wabash National, L.P.	United States of America	LOW-PROFILE SLIDE RAIL ASSEMBLY WITH EMBEDDED OR LAMINATED HARDPOINT CONNECTORS	16/556,506	8/30/2019
Wabash National, L.P.	United States of America	COMPOSITE FLOOR WITH INTEGRATED CONDUIT	62/748,857	10/22/2018
Wabash National, L.P.	United States of America	COMPOSITE FLOOR WITH INTEGRATED CONDUIT	16/656,109	10/17/2019
Wabash National, L.P.	United States of America	COMPOSITE STRUCTURES WITH EMBEDDED ELECTRICAL GRIDS	62/979,516	2/21/2020
Wabash National, L.P.	United States of America	COMPOSITE STRUCTURE WITH MOLDED-IN WOOD SURFACE	62/903,188	9/20/2019
Wabash National, L.P.	United States of America	COMPOSITE STRUCTURE WITH MOLDED-IN WOOD SURFACE	17/019,605	9/14/2020
Wabash National, L.P.	United States of America	COMPOSITE STRUCTURES WITH EMBEDDED VEILS FOR ANCHORING FASTENERS	62/951,041	12/20/2019

#### **Patent Licenses**

None.