



100830284

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Standard Car Truck Company

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 31, 1998

2. Name and address of receiving party(ies)

Name: LaSalle National Bank

Internal Address: _____

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designee is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attachment

B. Trademark Registration No.(s)

See Attachment

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Samuel Fifer

Internal Address: _____

Sonnenschein Nath & Rosenthal

8000 Sears Tower

Street Address: _____

233 South Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-3140

(Attach duplicate copy of this page if paying by deposit account)

09/16/1998 INGTEN 0000128 323005

FC:481
FC:482

40.00 DP
375.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Samuel Fifer
Name of Person Signing

Samuel Fifer
Signature

September 10, 1998
Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Schedule A
to
Trademark Security Agreement

Dated as of August 31, 1998

Trademarks

Attached

Standard Car Trademarks

Case Number	Country	Reg.No. Ser.No.	Iss Date App Date	Mark Status
49	USA	925,005 385,583	12/07/71 03/05/71	BARBER Issued
50	USA	925,006 385,584	12/07/71 03/05/71	BARBER S-2 Issued
51	USA	925,004 385,582	12/07/71 03/05/71	BARBER-BETTENDORF Issued
52	USA	925,003 72/385,581	12/07/71 03/05/71	SCT CO Issued
53	USA	965,398 399,564581	08/07/73 08/06/71	AB LOGO Issued
56	USA	971,747 436,245	10/30/73 09/21/72	Trademark "C-PEP" Issued
57	USA	1,021,895 038,058	10/07/75 11/25/74	BARBER and DESIGN Issued
68	USA	1,084,674 122,899	02/07/78 04/15/77	S-2-HD Issued
76	USA	1,240,957 338,302	06/07/83 11/23/81	ACCU-TRAK Issued
78	USA	1,235,599 346,841	04/26/83 01/25/82	SCT & DESIGN Issued
86	USA	1,737,577 74/053,033	12/01/92 08/29/90	BARBER & DESIGN Issued
89	USA	1,824,339 74/391,924	03/01/94 05/18/93	S-2-D Issued

Standard Car Trademarks

Case Number	Country	Reg.No. Ser.No.	Iss Date App Date	Mark Status
119	USA	75/258,312	/ / 03/17/97	TWIN GUARD Pending
120	USA	75/258,311	/ / 03/17/97	FRAME BRACE Pending
121	USA	2,156,575 75/258,303	05/12/98 03/17/97	TECHCARE Issued
122	USA	75/258,310	/ / 03/17/97	IT PAYS TO BE SQUARE Allowed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of the 31st day of August, 1998, by and between STANDARD CAR TRUCK COMPANY, a Delaware corporation, with an office at 865 Busse Highway Park Ridge, Illinois 60068 (the "Company"), and LaSalle National Bank, with its principal office located at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

W I T N E S S E T H :

WHEREAS, the Company and Lender are parties to that certain Loan and Security Agreement dated as of August 31, 1998 (as amended, restated or modified from time to time, the "Loan Agreement"); and

WHEREAS, as a condition precedent, among other things, to Lender entering into the Loan Agreement, Lender has required the Company to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as such term is defined in the Loan Agreement); and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Company hereby grants to Lender, a security interest in, as and by way of a first mortgage and security interest having priority

over all other security interests, with power of sale to the extent permitted by applicable law, all of the Company's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Company's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether one of the Company is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Restrictions on Future Agreements. The Company will not, without the prior written consent of the Lender, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Company further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with those Trademarks or Licenses.

5. New Trademarks and Licenses. The Company represents and warrants that (a) the Trademarks listed on Schedule A include all of the registered trademarks and registered service marks now owned by the Company and that, to the best of the Company's

knowledge, the Trademarks listed on Schedule A include all the unregistered trademarks, trademark applications, unregistered service marks and service mark applications now owned or pertaining to the Company, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements pursuant to which the Company is the licensee or licensor thereunder and (c) no other liens, claims or security interests have been granted by the Company to any other person in such Trademarks and Licenses. If, prior to the termination of this Agreement, the Company shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Company shall give to Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis. The Company hereby authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5. The Company shall notify Lender if any of the Company's Subsidiaries acquire any Trademarks or become a party to any Licenses as defined in paragraph 3 after the date hereof and shall cause such Subsidiaries to enter into agreements in form and substance similar to this Agreement regarding such Trademarks and Licenses.

6. Royalties. The Company hereby agrees that the use by Lender of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 15 shall be coextensive with the Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to the Company.

7. Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times and at any time after the occurrence of an Event of Default have access to, examine, audit, make copies (at the Company's expense) and extracts from and inspect the Company's premises and examine the Company's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, the Company's quality control processes; provided that, in conducting such inspections and examinations, Lender shall use reasonable efforts not to unnecessarily disturb the conduct of the Company's ordinary business operations. From and after the occurrence of an Event of Default, the Company agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such reasonable additional product quality controls as Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Company under the Trademarks and the Licenses. The Company agrees (a) not to sell or assign its interest in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Lender which consent will

not be unreasonably withheld, (b) to maintain the quality of said products as of the date hereof, and (c) not to change the quality of such products in any material respect without the prior and express written consent of the Lender which consent will not be unreasonably withheld.

8. Termination of Lender's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Obligations and the expiration of the Working Capital Commitment, this Agreement shall terminate and Lender shall promptly execute and deliver to the Company, at the Company's expense, all termination statements and other instruments as may be necessary or proper to terminate Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement or the Loan Agreement.

9. Duties of the Company. The Company shall have the duty, to the extent desirable in the normal conduct of the Company's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. The Company further agrees (i) not to abandon any Trademark or License without the prior written consent of the Lender and (ii) to use its best efforts to maintain in full force and effect the Trademarks and Licenses, that are or shall be necessary or economically desirable in the operation of the Company's business. Any expenses incurred in connection with the foregoing shall be borne by the Company.

10. Lender's Right to Sue. From and after the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Lender shall commence any such suit, the Company shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents requested by Lender in aid of such enforcement. The Company shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of their rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Lender).

11. Waivers. Lender's failure, at any time or times hereafter, to require strict performance by the Company of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Company and Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Company contained in this Agreement shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to the Company specifying such suspension or waiver.

12. Lender's Exercise of Rights and Remedies upon the Occurrence of an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Lender shall exercise the rights and remedies provided in this Agreement or the Loan Agreement. To the extent that such Event of Default shall give rise to any such rights and remedies or shall prohibit the Company from taking certain actions as specified herein, such rights and remedies shall be suspended, and any exercise thereof by the Lender shall cease, and such prohibitions on the Company shall not remain in effect, upon Lender's receipt of notification that all Events of Default which have occurred are no longer in effect, provided that such rights, remedies and prohibitions shall be reinstated upon the occurrence of any later Event of Default.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 3 and 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of an Event of Default and the giving of written notice by Lender to the Company of Lender's intention to enforce its rights and claims against the Company, the Company hereby irrevocably designates, constitutes and appoints Lender (and all persons designated by Lender in its sole and absolute discretion) as the Company's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in the Company's or Lender's name, from and after the occurrence of an Event of Default, to (a) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as the Lender deems in its best interest. Lender shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 15 without taking like action with respect to the entire goodwill of the Company's business connected with the use of, and symbolized by, such Trademarks or Licenses. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full. The Company acknowledges and agrees that this Agreement is not

intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

16. Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. The Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Company; provided, however, that the Company shall not voluntarily assign or transfer its rights or obligations hereunder without Lender's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Lender's Duty. Lender shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Company and added to the Obligations secured hereby.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 31st day of August, 1998.

STANDARD CAR TRUCK COMPANY

By: Richard Mathes
Name: Richard A. Mathes
Title: Chairman & CEO

LASALLE NATIONAL BANK,

By: Terri A Maurer
Name: Terri A Maurer
Title: Vice President

Schedule A
to
Trademark Security Agreement

Dated as of August 31, 1998

Trademarks

Attached

Standard Car Trademarks

Case Number	Reg.No.	Iss Date	Mark
Country	Ser.No.	App Date	Status
49-Cont		/ /	BARBER
China	9800004085	01/13/98	Pending
49	A274607	12/07/73	BARBER
AUST	274,607	12/07/73	Issued
49	760107980	11/10/81	TM "BARBER"
BRAZ	10.798/M-7	05/14/76	Issued
49	220,176	04/22/77	BARBER
CAN	394,978	02/24/76	Issued
49	1042755	06/28/97	BARBER
CHINA	960042971	04/03/96	Issued
49	375055	06/18/97	BARBER
INDON	D963442	02/19/96	Issued
49	3790497	10/22/97	BARBER
KOREA	6242/1996	02/21/96	Issued
49		/ /	BARBER
MALAY	MA/4036/96	04/17/96	Pending
49	73/3598	07/18/73	Trademark "BARBER"
SOAFR		07/18/73	Issued
49	1079048	05/06/85	BARBER
SPAIN	1079048	08/31/84	Issued
49	7527097	03/16/97	BARBER
TAIWA	85011789	03/13/96	Issued
49	TM 62594	09/02/97	BARBER
THAIL	3057247	04/04/96	Issued

Standard Car Trademarks

Case Number	Country	Reg.No. Ser.No.	Iss Date App Date	Mark Status
49	USA	925,005 385,583	12/07/71 03/05/71	BARBER Issued
50	AUST	A310474 310474	08/23/77 08/23/77	BARBER S-2 Issued
50	BRAZ	007,1430606 10.801/M-7	05/25/80 05/14/76	BARBER S-2 Issued
50	CAN	220,055 394,980	04/15/77 02/24/76	BARBER S-2 Issued
50	SPAIN	1079051 1079051	05/06/85 08/31/84	BARBER S-2 Issued
50	USA	925,006 385,584	12/07/71 03/05/71	BARBER S-2 Issued
51	AUST	A310475 310475	08/23/77 08/23/77	BARBER-BETTENDORF Issued
51	BRAZ	007.143052 10.799/M-7	05/25/80 05/14/75	BARBER-BETTENDORF Issued
51	CAN	220,419 394,979	05/06/77 02/24/76	BARBER-BETTENDORF Issued
51	SOAFR	73/3597 394,979	07/18/73 02/24/73	Trademark "BARBER-BETTENDORF" Issued
51	USA	925,004 385,582	12/07/71 03/05/71	BARBER-BETTENDORF Issued
52 Cont.	JAPAN	2137702	05/30/89 / /	S.C.T. CO. Issued
52	BRAZ	6540945 10.936/M-7	03/25/77 05/17/76	SCT CO Issued
52	CAN	220,557 394,982	05/13/77 02/24/76	SCT CO. Issued
52	INDIA	132639 334,238	01/22/80 03/09/78	SCT CO Issued
52	SOAFR	B73/3596	07/18/73 07/18/73	Trademark "SCT CO" Issued

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52	USA	925,003 72/385,581	12/07/71 03/05/71	SCT CO Issued
53	BRAZ	6.6540953 10.937/M76	03/25/77 05/17/76	AB Logo Issued
53	CAN	220,418 394,977	05/06/77 02/24/76	AB LOGO Issued
53	SPAIN	1079052 1079052	05/06/85 08/31/84	AB LOGO Issued
53	USA	965,398 399,564581	08/07/73 08/06/71	AB LOGO Issued
56	BRAZ	6566804 10.938/M-7	06/10/77 05/17/76	C-PEP Issued
56	CAN	220,177 394,981	04/22/77 02/24/76	C-PEP Issued
56	SOAFR	B73/4365	08/22/73 08/22/73	Trademark "C-PEP" Issued
56	SPAIN	1079050 1079050	05/06/85 08/31/84	C-PEP Issued
56	USA	971,747 436,245	10/30/73 09/21/72	Trademark "C-PEP" Issued
57	USA	1,021,895 038,058	10/07/75 11/25/74	BARBER and DESIGN Issued
60	SOAFR	73/4366	08/22/73 08/22/73	Trademark "SPOOR BARBER" Issued
68-Ref	MEX	379072 80241	06/29/90 01/30/90	S-2-HD Issued
68	SPAIN	1079049 1079049	01/07/86 08/31/84	S-2-HD Issued
68	USA	1,084,674 122,899	02/07/78 04/15/77	S-2-HD Issued
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122	USA	75/258,310	/ / 03/17/97	IT PAYS TO BE SQUARE Allowed

Schedule B
to
Trademark Security Agreement

Dated as of August 31, 1998

Licenses

None