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Atty. Dkt. No. 26491/04000

To the Hono

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U.S. Patent & TMOFc/TM Mail Rpt Dt. #34

ts or copy thereof.

1. Name of
GSI ENGINEERING, INC.

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

Additional names of conveying party(ies) attached?
 yes no

3. Nature of Conveyance

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

Execution Date: February 10, 1999

100976974

party(ies):

Name: BANKAMERICA BUSINESS CREDIT, INC.

Internal Address:

Street Address:

231 South LaSalle Street
16th Floor

City Chicago

State Illinois Zip 60697

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

Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s).

B. Trademark Registration No(s).
311,490

Additional numbers attached? Yes No

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

June E. Rickey
Calfee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

Certificate of Mailing

I hereby certify that this correspondence is being deposited on the 19th of February, 1999 with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Va., 22202-3513.

Laura Baungr
(Signature)

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account
 - Total Fee Due
 - Any deficiencies in the enclosed fees.

8. Deposit account number: 03-0172

The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

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

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.

June E. Rickey
Name of Person Signing

June Rickey
Signature

2-19-99
Date

Total number of pages comprising transmittal: 4

03/02/1999 JMWKINS 0000140 31190 1000

EXHIBIT P**PATENT, TRADEMARK AND
LICENSE SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made by GSI ENGINEERING, INC., a Delaware corporation, having its principal office and place of business at 2211 Parsons Avenue, Columbus, Ohio 43207 ("Grantor"), in favor of BANKAMERICA BUSINESS CREDIT, INC., a Delaware corporation, having an office located at 231 South LaSalle Street, 16th Floor, Chicago, Illinois 60697, ("Grantee"), as Agent for the ratable benefit of itself and the Lenders pursuant to the Financing and Security Agreement of even date herewith, (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Financing Agreement") by and among the Grantor, BankAmerica Business Credit, Inc. and each other lender or Person which are parties to the Financing Agreement whether by execution of the Financing Agreement or otherwise (collectively, the "Lenders"), BankAmerica Business Credit, Inc., in its capacity as both collateral and administrative agent for each of the Lenders (the "Agent") and Fleet Capital Corporation, in its capacity as documentation agent for each of the Lenders (the "Documentation Agent"):

WITNESSETH:

WHEREAS, BSC Acquisition, Inc. (the "Borrower"), Grantee, Lenders and Documentation Agent are parties to a certain Financing and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Financing Agreement"), which Financing Agreement provides for the Grantee and the Lenders to, from time to time, extend credit to or for the account of Borrower.

WHEREAS, Grantor is a party to that certain Subsidiary Guaranty of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Guaranty"), pursuant to which Grantor guaranteed, inter alia, the Obligations (as defined in the Financing Agreement);

WHEREAS, it is a condition precedent to the making of the Loans (as defined in the Financing Agreement) that Grantor grant, to Grantee for the benefit of itself and the Lenders, of a security interest in certain of Grantor's assets, including, without limitation, its patents, patent applications, provisional patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trade names, goodwill associated therewith, and licenses;

WHEREAS, Grantor is a wholly owned subsidiary of Borrower;

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, Grantor agrees as follows:

1. Incorporation of Guaranty. The Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Guaranty.

2. Security Interest in Patents. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Guaranty), Grantor hereby grants and conveys to Grantee for the ratable benefit of the Lenders and for the benefit of the Grantee with respect to the Obligations, a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) patents, provisional patent applications and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, reexaminations, divisions, continuations, continued prosecution applications, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(B) license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Guaranty) now or hereafter owned by Grantor and now or hereafter covered by such licenses provided, however, to the extent any license of intellectual property by its terms prohibit the assignment or encumbrance of Borrower's interest in such licenses, such license (but not the proceeds thereof) shall be excluded from the Collateral unless the licensor's consent has been obtained, which consent the Borrower shall use its efforts to obtain (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee for the ratable benefit of the Lenders and for the benefit of the Grantee with respect to the Obligations, a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(B) the goodwill of Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Grantor agrees that until the Obligations (other than the Contingent Indemnification Obligations) shall have been satisfied in full and the Financing Agreement and the Guaranty shall have been terminated, except as otherwise permitted by the Financing Agreement, Grantor will not, without Grantee's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement, other than a license to a customer in the ordinary course of business) and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Grantee under this Agreement.

5. New Patents, Trademarks, and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Grantor. If, before the Obligations (other than the Contingent Indemnification Obligations) shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, continued prosecution application, trademark registration, or license renewal, reexamination certification, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Agreement with the United States Patent and Trademark Office.

6. Representations and Warranties. Grantor represents and warrants to and agrees with Grantee for the benefit of itself and the Lenders that:

(i) The material Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To our knowledge, each of the material Patents and Trademarks is valid and enforceable;

(iii) Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound, the violation of or contravention of which could have a Material Adverse Effect, and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound;

(v) Except as permitted by the Financing Agreement, there has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Financing Agreement); and

(vi) The Licenses are valid and binding agreements enforceable according to their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general applications affecting the rights and remedies of creditors and secured parties, and general principles of equity regardless of whether applied in a proceeding in equity or at law. Each of the Licenses is in full force and effect and has not been amended or abrogated except to the extent the failure to be in full force and effect or the amendment or abrogation thereof could not reasonably be expected to have a Material Adverse Effect, and there is no default under any of the Licenses which could reasonably be expected to have a Material Adverse Effect.

7. Terms. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations (other than the Contingent Indemnification Obligations) have been paid in full and the Financing Agreement and the Guaranty has been terminated.

8. Contingent Assignment. The Grantor has executed in blank and delivered to the Grantee for the benefit of itself and the Lenders, an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantor hereby authorizes the Grantee to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Grantee's remedies under this Agreement.

9. Duties of Grantor. Grantor shall have the duty subject to Grantor's reasonable business judgment, to (i) prosecute diligently any patent application of the Patents

made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the consent of Grantee (which consent shall not be unreasonably withheld in the absence of an Event of Default) subject to Grantor's reasonable business judgment.

10. Financing Statements; Documents. At the request of Grantee, Grantor will join with Grantee in executing one or more financing statements pursuant to any applicable version of the Uniform Commercial Code in form satisfactory to Grantee and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Grantee. Grantor will execute and deliver to Grantee for the benefit of itself and the Lenders, from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Grantee may require for the purpose of confirming Grantee's interest in the Patents, Trademarks and Licenses.

11. Grantee's Right to Sue. Grantee shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, within 30 days after demand and as a part of the Obligations, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Paragraph 11.

12. Waivers. No course of dealing between Grantor and Grantee nor any failure to exercise nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. 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 thereof, 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 Paragraph 5 hereof or by a writing signed by the parties hereto.

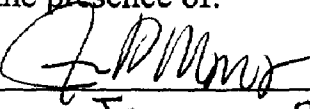
15. Cumulative Remedies. All of Grantee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreement, the Guaranty or any other Financing Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under Financing Agreement or the Guaranty but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

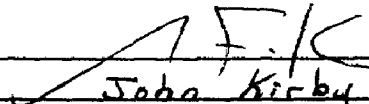
17. Governing Law. This Agreement has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

IN WITNESS WHEREOF, GSI ENGINEERING, INC. has executed this Agreement as of the 10th day of February, 1999.

Signed and Acknowledged:
in the presence of:

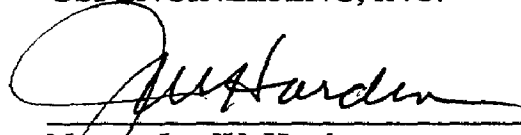


James Marra



John Kirby

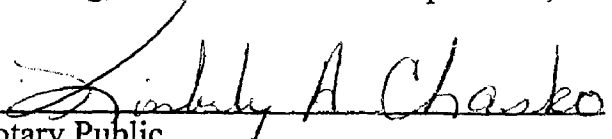
GSI ENGINEERING, INC.



Name: Joe W. Harden
Title: President and CEO

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing instrument was executed before me this 10th day of February, 1999, by Joe W. Harden, the President and CEO of GSI Engineering, Inc., a Delaware corporation, on behalf of the company.


Notary Public

KIMBERLY A. CHASKO, Notary Public
State of Ohio
Resident of Medina County
My Commission Expires Sept. 22, 2002

Accepted at Cleveland, Ohio,
as of February 10, 1999

BANKAMERICA BUSINESS CREDIT, INC.,
as Agent


Name: James M. Doyle
Title: Senior Vice President

Schedule A
GSI Engineering, Inc.

UNITED STATES PATENTS

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Cast bolt-on mounting bracket for supporting a disc brake on a railcar truck	5,462,139	10/31/95
Railroad truck axle assembly	5,456,187	10/10/95
Device for mounting third rail engaging equipment on railway trucks	4,851,617	07/25/89

FOREIGN PATENTS

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
Cast bolt-on bracket for supporting a disc brake	678,302	09/11/97	Australia
Method apparatus for tramming railway trucks	1,316,400	04/20/93	Canada
Lightweight railway vehicle truck	1,296,221	02/25/92	Canada
Lightweight railway vehicle bogie	2,203,111	12/19/90	Great Britain
Cast bolt-on mounting bracket for supporting a disc brake on a railcar truck	94/9524	12/27/95	South Africa

Schedule B

GSI Engineering, Inc.

UNITED STATES TRADEMARK

MARK

REG. NO.

REG. DATE

G (Image)

311,490

03/27/34

SCHEDULE C

The following are all franchises, distribution agreements, licensing agreements (including software licensing agreements other than those for mass-marketed word processing and spreadsheet programs), marketing agreements and other similar agreements between the Subsidiary and others:

1. Agreement (a.k.a. Technical Aid Agreement), dated October 2, 1975, by and between Scaw Metals Limited, a South African corporation, and General Steel Industries, Inc. (predecessor to the Subsidiary), pursuant to which General Steel grants Scaw the right to manufacture and sell castings in South Africa pursuant to General Steel's designs for a per unit fee and a technical aid fee to be paid by Scaw to General Steel. The initial agreement terminated December 29, 1985 but was extended through December 29, 2002.

2. Registered User Agreement dated August 5, 1976, as extended through December 29, 2002, by and between General Steel Industries and Scaw Metals Limited providing that Scaw is a permitted user of two of the Subsidiary's trademarks within the Republic of South Africa.

3. License Agreement between the Seller and Bradken Consolidated, dated May 4, 1990, which grants to Bradken, for a 10 year term, an exclusive license to use certain steel castings technology in Australia, New Zealand and Malaysia and a nonexclusive license to use the same steel castings technology in every other territory except North America.

4. Agreement dated October 2, 1975, between General Steel Industries, Inc. (predecessor to the Subsidiary) and Dorbyl Railway Products, Ltd., as assignee of Reunert & Lenz, Limited, pursuant to which General Steel granted Dorbyl an exclusive right to represent General Steel in the Republic of South Africa, Zambia and Rhodesia in connection with the promotion, sale and solicitation of orders for certain devices related to railway suspension systems.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, GSI ENGINEERING, INC. organized and existing under the laws of the State of Delaware, having a place of business at 2211 Parsons Avenue, Columbus, Ohio 43207 (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 10th day of February, 1999

GSI ENGINEERING, INC.

Name: Joe W. Harden
Title: President and CEO

The foregoing Assignment of the Trademarks and Service Marks (U.S.) and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

[Assignee] _____

By: _____

Title: _____

STATE OF OHIO

)

) ss:

COUNTY OF CUYAHOGA

)

On this the 10th day of February, 1999, before me appeared Joe W. Harden, the person who signed this instrument, who acknowledged that he is the President and CEO of GSI Engineering, Inc., and that being duly authorized he signed such instrument as a free act on behalf of GSI Engineering, Inc.

Notary Public

[Seal}

My commission expires: _____

ANNEX

Trademark
or
Service Mark

Registrations--
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

Applications--
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]

EXHIBIT 2

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, GSI ENGINEERING, INC. organized and existing under the laws of the State of Delaware, having a place of business at 2211 Parsons Avenue, Columbus, Ohio 43207 (the "Assignor"), owns and is using the patents (the "Patents") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (a) the registrations of and registration applications for the Patents, (b) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof or such associated goodwill.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 10th day of February, 1999.

GSI ENGINEERING, INC.

Name: Joe W. Harden
Title: President & CEO

The foregoing Assignment of Patents (U.S.) and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

[Assignee] _____

By: _____

Title: _____

ANNEX

Patents--

United States Patent and Trademark Office

Title

Patent No.

Issue Date

[List chronologically in ascending numerical order]

Patent Applications--

United States Patent and Trademark Office

Serial No.

Filing Date

[List chronologically in ascending numerical order]

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