

03-25-1999

JLY Part 2



100998275

Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

American National Bank and Trust Company of Chicago, as agent

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Release of Intellectual Property, Merger, Change of Name

Execution Date: February 19, 1999

2. Name and address of receiving party(ies)

Name: ABC Rail Products Corporation

Internal Address:

Street Address: 200 South Michigan

City: Chicago State: IL ZIP: 60604

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

If assignee is not domiciled in the United States, a domestic representative designator 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)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

29

7. Total fee ... \$ 740.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

DO NOT USE THIS SPACE

01 FC:481 02 FC:482

40.00 DP 700.00 DP

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.

Laura Konrath

Signature of Laura Konrath

3/9/99

Date

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

Mail documents to be recorded with required cover sheet information to:

Printed: 21-Mr-1995

Continuation Item 4  
Page: 2

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 Trademark: ABC Country: UNITED STATES ✓  
 Case number: ABC043US03 Application #: 74/578477 App. date: 26-Se-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 012 - METAL AND COMPOSITION RAILROAD BRAKE SHOES

Trademark: ABC RAIL Country: UNITED STATES ✓  
 Case number: ABC005US01 Application #: 723937 App. date: 22-Apr-1988  
 Status: C - REGISTRATION Registration #: 1509921 Reg. date: 25-Oct-1988  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 RAILROAD TRACKWORK INCLUDING SWITCH STANDS, CROSSINGS, FROGS, SWITCH RODS,  
 SWITCH POINTS AND RAIL BRACES

Trademark: ABC RAIL Country: UNITED STATES ✓  
 Case number: ABC005US02 Application #: 719802 App. date: 31-Mar-1988  
 Status: C - REGISTRATION Registration #: 1510876 Reg. date: 01-Nov-1988  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD CAR WHEELS AND LOCOMOTIVE WHEELS

Trademark: ABC RAIL Country: UNITED STATES ✓  
 Case number: ABC005US03 Application #: 719769 App. date: 31-Mar-1988  
 Status: C - REGISTRATION Registration #: 1510875 Reg. date: 01-Nov-1988  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 METAL AND COMPOSITION RAILROAD BRAKE SHOES

Trademark: ABC RAIL Country: CANADA  
 Case number: ABC005CA01 Application #: 621341 App. date: 14-Dec-1988  
 Status: C - REGISTRATION Registration #: 368176 Reg. date: 27-Apr-1990  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD TRACKWORK, RAILROAD CAR AND LOCOMOTIVE WHEELS, METAL AND COMPOSITION  
 RAILROAD BRAKESHOES

Trademark: ABC STYLIZED Country: UNITED STATES ✓  
 Case number: ABC043US02 Application #: 74/577926 App. date: 26-Se-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 012- RAILROAD CAR WHEELS AND LOCOMOTIVE WHEELS

Trademark: ABC STYLIZED Country: UNITED STATES ✓  
 Case number: ABC043US01 Application #: 74/577928 App. date: 26-Se-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 006- RAILROAD TRACKWORK PARTS COMPRISING SWITCH STANDS, CROSSINGS, FROGS,  
 SWITCH RODS, AND SWITCH POINTS AND RAIL BRACES

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 Trademark: COMET Country: UNITED STATES ✓  
 Case number: ABX021US01 Application #: 2941 App. date: 20-Fe-1956  
 Status: C - REGISTRATION Registration #: 633896 Reg. date: 04-Se-1956  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US19  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: DIAMOND Country: CANADA  
 Case number: ABX030CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35751 Reg. date: 09-Jn-1924  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND DESIGN Country: CANADA  
 Case number: ABX030CA02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35754 Reg. date: 09-Jn-1974  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND DESIGN Country: CHILE  
 Case number: ABX030CLO1 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 211311 Reg. date: 08-Ag-1967  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 07  
 Description of goods-  
 SHIONS AND PADS FOR BRAKE SHOES AND SIMILAR PARTS OF VEHICLES AND MACHINERY

Trademark: DIAMOND S Country: UNITED STATES ✓  
 Case number: ABX135US01 Application #: 39743 App. date: 06-Ja-1909  
 Status: C - REGISTRATION Registration #: 74793 Reg. date: 10-Ag-1909  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: DIAMOND S Country: UNITED STATES ✓  
 Case number: ABX135US02 Application #: 461941 App. date: 09-Jl-1943  
 Status: C - REGISTRATION Registration #: 405142 Reg. date: 11-Ja-1944  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US19  
 Description of goods-  
 BRAKING UNITS FOR RAILWAY AND LIKE EQUIPMENT

Trademark: DIAMOND S Country: BRAZIL  
 Case number: ABX135BR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 2061791 Reg. date: 16-Ap-1947  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 16  
 Description of goods-  
 RAILROAD BRAKE SHOES (CASTINGS)

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 Trademark: DIAMOND S Country: CANADA  
 Case number: ABX135CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35750 Reg. date: 09-Jn-1924  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND S Country: CANADA  
 Case number: ABX135CA02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35753 Reg. date: 09-Jn-1924  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND S Country: COSTA RICA  
 Case number: ABX135CR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 10787/8788 Reg. date: 30-Mr-1948  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: DIAMOND S Country: MEXICO  
 Case number: ABX135MX01 Application #: App. date: 27-Jn-1945  
 Status: C - REGISTRATION Registration #: 56393 Reg. date: 27-Jn-1945  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: MX14  
 Description of goods-  
 METALLIC BRAKE SHOES

Trademark: DIAMOND S Country: MEXICO  
 Case number: ABX135MX02 Application #: 11144 App. date: 30-Jn-1986  
 Status: C - REGISTRATION Registration #: 335167 Reg. date: 03-No-1987  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 14  
 Description of goods-  
 METALLIC BRAKE SHOES

Trademark: FOOTPRINT Country: UNITED STATES ✓  
 Case number: ABC037US01 Application #: 74/523289 App. date: 02-My-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 METAL RAILWAY TRACKWORK, NAMELY, FROGS, IN INT'L CLASS 6

Trademark: FOOTPRINT DESIGN Country: UNITED STATES ✓  
 Case number: ABC038US01 Application #: 74/522873 App. date: 02-My-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 METAL RAILWAY TRACKWORK, NAMELY, FROGS IN INTERNATIONAL CLASS 6

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 Trademark: HYDRA-CELL Country: UNITED STATES ✓  
 Case number: ABX044US01 Application #: 11757 App. date: 24-Ja-1974  
 Status: C - REGISTRATION Registration #: 1006266 Reg. date: 11-Mr-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 09  
 Description of goods-  
 HYDRAULIC LOAD MEASURING CYLINDERS FOR MEASURING RAILWAY VEHICLE BRAKE SYSTEM  
 FORCE

Trademark: LIMIT OF WEAR Country: ARGENTINA  
 Case number: ABX102AR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 1369669 Reg. date: 27-De-1989  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 ALL GOODS IN CLASS 12, ESPECIALLY RAILROAD BRAKE SHOES

Trademark: LIMIT OF WEAR (DESIGN) Country: CHILE  
 Case number: ABX121CLO1 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 211312 Reg. date: 13-MY-1967  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 07  
 Description of goods-  
 CUSHIONS AND PADS FOR BRAKE SHOES AND SIMILAR PARTS OF VEHICLES AND MACHINERY

Trademark: LIMIT OF WEAR (DESIGN) Country: COSTA RICA  
 Case number: ABX121CR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 10788/8824 Reg. date: 30-Mr-1948  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: LOCKEY Country: UNITED STATES ✓  
 Case number: ABX051US01 Application #: 104221 App. date: 12-Se-1960  
 Status: C - REGISTRATION Registration #: 719136 Reg. date: 01-Ag-1961  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 RETAINERS FOR SECURING RAILROAD BRAKE SHOES TO BRAKE HEADS

Trademark: RACOR Country: UNITED STATES ✓  
 Case number: ABX062US01 Application #: 172395 App. date: 22-No-1922  
 Status: C - REGISTRATION Registration #: 169851 Reg. date: 03-Jl-1923  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 TRACK FROGS, CROSSINGS, GUARD RAILS, TIE PLATES

Trademark: RACOR Country: UNITED STATES ✓  
 Case number: ABX062US02 Application #: 178357 App. date: 30-Mr-1923  
 Status: C - REGISTRATION Registration #: 173737 Reg. date: 02-Oc-1923  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 TRACK SWITCHES, SWITCH STANDS, SWITCH PLATES, AND PARTS THEREOF

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 Trademark: RACOR Country: UNITED STATES ✓  
 Case number: ABX062US03 Application #: 490948 App. date: 17-Oct-1945  
 Status: C - REGISTRATION Registration #: 422784 Reg. date: 13-Ag-1946  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 SWITCH RODS

Trademark: RACOR Country: ARGENTINA  
 Case number: ABX062AR01 Application #: 1398317 App. date: 07-Sep-1983  
 Status: C - REGISTRATION Registration #: 1099460 Reg. date: 09-No-1984  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOE AND ELEMENTS

Trademark: RACOR Country: ARGENTINA  
 Case number: ABX062AR02 Application #: 1398316 App. date: 07-Sep-1983  
 Status: C - REGISTRATION Registration #: 1099459 Reg. date: 09-No-1984  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 07  
 Description of goods-  
 RAILWAY SWITCH MACHINES

Trademark: RACOR Country: ARGENTINA  
 Case number: ABX062AR03 Application #: 1398315 App. date: 07-Sep-1983  
 Status: C - REGISTRATION Registration #: 1099458 Reg. date: 09-No-1984  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILS AND OTHER METALLIC MATERIALS FOR RAILWAY TRACKS

Trademark: RACOR Country: AUSTRALIA  
 Case number: ABX062AU01 Application #: App. date: 28-May-1976  
 Status: C - REGISTRATION Registration #: A297315 Reg. date: 28-May-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: AU6  
 Description of goods-  
 TRACK EQUIPMENT; RAIL LUBRICATORS; CAR RETARDER APPARATUS

Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 2066149 Reg. date: 31-Dec-1967  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 11  
 Description of goods-  
 RAILS AND METAL MATERIALS FOR RAILWAYS

Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR03 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 7503245 Reg. date: 15-May-1950  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 HARDWARE IN GENERAL IN BRAZILIAN CLASS 08.20

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 Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR04 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 2653443 Reg. date: 31-De-1951  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 HARDWARE IN GENERAL IN BRAZILIAN CLASS 8.20

Trademark: RACOR Country: CANADA  
 Case number: ABX062CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 152FOL34310 Reg. date: 04-Oc-1923  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD TRACK WORK, INCLUDING SWITCHES, FROGS, CLAMPS, LUBRICATORS, GUARD  
 RAILS, CASTINGS

Trademark: RACOR Country: DOMINICAN REPUBLIC  
 Case number: ABX062D001 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 6631 Reg. date: 21-Oc-1948  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: D024  
 Description of goods-  
 RAILROAD TRACKWORK, INCLUDING SWITCHES, FROGS, CLAMPS, LUBRICATORS, GUARD  
 RAILS, CASTINGS, ETC. BOX A97 & A85

Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR06 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 7515294 Reg. date: 31-De-1981  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 PLATES FOR KEYS OR DETOURS, DETOUR RAILS, SAFETY RAILS AND PLATES FOR SAFETY  
 RAILS

Trademark: RACOR (in diamond) Country: UNITED STATES ✓  
 Case number: ABX063US01 Application #: 490049 App. date: 17-Oc-1945  
 Status: C - REGISTRATION Registration #: 423512 Reg. date: 03-Se-1946  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 RAIL LUBRICATORS

Trademark: RACOR (in diamond) Country: UNITED STATES ✓  
 Case number: ABX063US02 Application #: 66005 App. date: 19-Ja-1959  
 Status: C - REGISTRATION Registration #: 682840 Reg. date: 04-Ag-1959  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 RAILWAY RAIL RETAINING STUD AND SPIKE DRIVING APPARATUS AND RAIL SPIKE SETTING  
 APPARATUS

Trademark: RACOR (in diamond) Country: UNITED STATES ✓  
 Case number: ABX063US03 Application #: 93972 App. date: 30-Mr-1960  
 Status: C - REGISTRATION Registration #: 706620 Reg. date: 01-No-1960  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 CAR RETARDERS

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Trademark: S

Case number: ABX067US01      Application #: 112416      Country: UNITED STATES ✓  
 Status: C - REGISTRATION      Registration #: 721875      App. date: 24-Ja-1961  
 Attorney: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS CO      Reg. date: 26-Se-1961  
 Description of goods-  
 WHEEL TRUING MACHINES AND PARTS      Class: US23

Trademark: S (in circle)

Case number: ABX068US01      Application #: 131099      Country: UNITED STATES ✓  
 Status: C - REGISTRATION      Registration #: 740527      App. date: 01-No-1961  
 Attorney: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS CO      Reg. date: 13-No-1962  
 Description of goods-  
 BRAKE SHOES FOR RAILROAD CARS, LOCOMOTIVES, AND THE LIKE      Class: US19

Trademark: SAMSON

Case number: ABX072ATC1      Application #:      Country: AUSTRIA  
 Status: C - REGISTRATION      Registration #: 81003      App. date: NONE  
 Attorney: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS CO      Reg. date: 09-Oc-1975  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT      Class: 12

Trademark: SAMSON

Case number: ABX072US01      Application #: 316742      Country: UNITED STATES ✓  
 Status: C - REGISTRATION      Registration #: 288568      App. date: 08-Jl-1931  
 Attorney: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS CO      Reg. date: 03-No-1931  
 Description of goods-  
 RAIL SWITCHES      Class: US14

Trademark: SAMSON

Case number: ABX072US02      Application #: 409862      Country: UNITED STATES ✓  
 Status: C - REGISTRATION      Registration #: 974281      App. date: 10-De-1971  
 Attorney: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS CO      Reg. date: 04-De-1973  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT      Class: 12

Trademark: SAMSON

Case number: ABX072AU01      Application #:      Country: AUSTRALIA  
 Status: C - REGISTRATION      Registration #: B288235      App. date: 23-Jn-1975  
 Attorney: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS CO      Reg. date: 23-Jn-1975  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT      Class: 12

Trademark: SAMSON

Case number: ABX072BX01      Application #:      Country: BENELUX  
 Status: C - REGISTRATION      Registration #: 332700      App. date: NONE  
 Attorney: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS CO      Reg. date: 22-Oc-1985  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT      Class: 12

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 Trademark: SAMSON Country: CANADA  
 Case number: ABX072CA02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 217434 Reg. date: 03-De-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: SWITZERLAND  
 Case number: ABX072CH01 Application #: App. date: 20-My-1975  
 Status: C - REGISTRATION Registration #: 277453 Reg. date: 22-Ag-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: WEST GERMANY  
 Case number: ABX072DE01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 948509 Reg. date: 27-Ag-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: SPAIN  
 Case number: ABX072ES01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 791148 Reg. date: 31-Ja-1977  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: FRANCE  
 Case number: ABX072FR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 1307798 Reg. date: 21-My-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: ITALY  
 Case number: ABX072IT01 Application #: App. date: 23-My-1975  
 Status: C - REGISTRATION Registration #: 318729 Reg. date: 23-My-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: JAPAN  
 Case number: ABX072JP01 Application #: 66642/88 App. date: 10-Jn-1988  
 Status: C - REGISTRATION Registration #: 2445278 Reg. date: 31-Ag-1992  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

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 Trademark: SAMSON Country: NORWAY  
 Case number: ABX072N001 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 95782 Reg. date: 22-Ja-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SECURITY Country: UNITED STATES ✓  
 Case number: ABX073US01 Application #: 25020 App. date: 24-Jn-1974  
 Status: C - REGISTRATION Registration #: 1004189 Reg. date: 11-Fe-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILWAY TRACKWORK PRODUCTS--SWITCHES, GUARD RAILS AND ADJUSTABLE BRACES

Trademark: SOUTHERN Country: UNITED STATES ✓  
 Case number: ABX078US01 Application #: 383409 App. date: 18-Se-1936  
 Status: C - REGISTRATION Registration #: 343135 Reg. date: 09-Fe-1937  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US19  
 Description of goods-  
 CAR WHEELS

Trademark: SOUTHERN Country: SOUTH AFRICA  
 Case number: ABX018ZA01 Application #: App. date: 05-De-1975  
 Status: C - REGISTRATION Registration #: R61/2124 Reg. date: 05-De-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILWAY WHEELS OR CAR WHEELS FOR RAILROADS

Trademark: THE ROUND ONE Country: UNITED STATES ✓  
 Case number: ABC039US01 Application #: 74/548197 App. date: 11-Jl-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 CAST STEEL RAILROAD CAR AND LOCOMOTIVE WHEELS

Trademark: TIGER Country: UNITED STATES ✓  
 Case number: ABX090US01 Application #: 155249 App. date: 13-Ja-1978  
 Status: C - REGISTRATION Registration #: 1108543 Reg. date: 12-De-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: BENELUX  
 Case number: ABX090BX01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 344606 Reg. date: 22-Se-1977  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

(4)

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 Trademark: TIGER Country: CANADA  
 Case number: ABX090CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 228441 Reg. date: 09-Jn-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: WEST GERMANY  
 Case number: ABX090DE01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 966316 Reg. date: 05-Ja-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: FRANCE  
 Case number: ABX090FR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 1003647 Reg. date: 10-De-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: UNITED KINGDOM  
 Case number: ABX090GB01 Application #: App. date: 11-De-1976  
 Status: C - REGISTRATION Registration #: 1071882 Reg. date: 19-Jn-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: MEXICO  
 Case number: ABX090MX01 Application #: 107448 App. date: 17-De-1976  
 Status: C - REGISTRATION Registration #: 211651 Reg. date: 01-Mr-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER II Country: UNITED STATES ✓  
 Case number: ABC033US01 Application #: 74/538978 App. date: 17-Jn-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TRACKMANG Country: UNITED STATES ✓  
 Case number: ABX091US01 Application #: 139982 App. date: 16-Mr-1962  
 Status: C - REGISTRATION Registration #: 747472 Reg. date: 02-Ap-1963  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 RAILROAD FROGS; CROSSINGS; AND SWITCH POINTS, TIPS, AND GUARDS

**RELEASE OF INTELLECTUAL PROPERTY PLEDGE AGREEMENT**

This Release of Intellectual Property Pledge Agreement (this "Release") is made as of the 19th day of February, 1999, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in its capacity as agent ("Agent") for certain lending institutions ("Banks") (Agent and Banks being, collectively, the "Secured Parties") and ABC RAIL PRODUCTS CORPORATION, a Delaware corporation (hereinafter referred to as the "Pledgor").

WHEREAS, pursuant to that certain Intellectual Property Pledge Agreement executed by the Pledgor and accepted by the Agent as of March 31, 1995 (a copy of which is attached hereto as Attachment I), as amended by that certain Amendment to Intellectual Property Pledge Agreement dated March 2, 1998 (a copy of which is attached hereto as Attachment II) (as so amended, the "Agreement"), the Pledgor mortgaged, pledged, assigned, transferred and granted to Agent for the benefit of the Secured Parties all of the following (collectively, the "Collateral"): (a) patents issued or assigned to, and all patent applications made by, Pledgor, along with any and all inventions and improvements; (b) trademarks, Federal and state trademark registrations and applications made by Pledgor, common law trademarks and trade names; (c) copyrights owned by or assigned to Pledgor, including all registrations and applications made by Pledgor; (d) license agreements and covenants not to sue with respect to any patent, trademark, or copyright; (e) the entire goodwill of Pledgor's business and other intangibles, trade secrets, customer lists, propriety information and inventors; (f) reissues, divisions or continuations of the foregoing; (g) income, royalties, damages claims, proceeds and rights associated with the foregoing and (h) any and all other "Pledged Collateral" (as defined in the Agreement); and

WHEREAS, the Agent has agreed to terminate the assignment and release security interests and other liens granted to the Agent by the Pledgor under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Pledgor and the Agent hereby agree as follows:

1. Subject to the terms herein, the Agent hereby terminates the assignment contained in the Agreement, and releases all mortgages, security interests and liens granted to the Agent therein.
2. The Pledgor shall pay and save the Agent harmless against all costs, expenses and liabilities which may be incurred by the Agent in connection with this Release.
3. This Release may be executed in any number of counterparts which when taken together shall be deemed to constitute one and the same document.
4. This Release shall be governed by and construed in accordance with Federal law and, to the extent applicable, the internal laws (as opposed to the conflict of law principles) of the State of Illinois.

IN WITNESS WHEREOF, the Agent and the Pledgor have caused this Release to be executed by their duly authorized officers as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Agent

By: Donna H. Evans  
Title: Vice President

ABC RAIL PRODUCTS CORPORATION, as  
Pledgor

By: Mark Z. Boyard  
Title: Assistant Secy

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See attached.

## INTELLECTUAL PROPERTY PLEDGE AGREEMENT

This Intellectual Property Pledge Agreement ("Agreement"), dated as of March 31, 1995, made by ABC RAIL PRODUCTS CORPORATION, a Delaware corporation, having an office at 200 South Michigan Avenue, Chicago, Illinois 60604 ("Pledgor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in its capacity as agent (in such capacity and together with any successors in such capacity, "Agent") for the lending institutions (the "Banks") under the Loan Agreement (as hereinafter defined).

### RECITALS

A. Pursuant to a certain Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Pledgor, the Banks and Agent, the Banks have agreed to make certain loans and advances to Pledgor and to have issued certain letters of credit for the account of Pledgor.

B. Pledgor is the owner of the Pledged Collateral (as hereinafter defined).

C. It is a condition precedent to the obligations of the Banks to make the Loans under the Loan Agreement and a condition precedent to the Issuing Bank issuing Letters of Credit that Pledgor execute and deliver this Agreement.

D. This Agreement is given by Pledgor in favor of Agent for its benefit and the benefit of the Banks and the Issuing Bank (Agent, the Banks and the Issuing Bank being, collectively, the "Secured Parties") to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Agent hereby agree as follows:

Section 1. Pledge. As collateral security for the payment and performance when due of all the Secured Obligations, Pledgor hereby mortgages, pledges, assigns, transfers and grants to Agent for the benefit of the Secured Parties, a continuing first priority security interest in and to all of the right, title and interest of Pledgor in, to and under the following property, whether now existing or hereafter acquired (collectively, the "Pledged Collateral"):

(i) Patents issued or assigned to, and all patent applications made by, Pledgor, including, without limitation, the patents and patent applications listed on Schedule A

hereto, along with any and all (A) inventions and improvements described and claimed therein, (B) reissues, divisions, continuations, extensions and continuations in part thereof, (C) income, royalties, damages, claims 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, and (D) rights to sue for past, present and future infringements thereof (collectively, the "Patents");

(ii) Trademarks (including service marks), federal and state trademark registrations and applications made by Pledgor, common law trademarks and trade names owned by or assigned to Pledgor and all registrations and applications for the foregoing, including, without limitation, the registrations and applications listed on Schedule B hereto, along with any and all (A) renewals thereof, (B) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (C) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks");

(iii) Copyrights, owned by or assigned to Pledgor, including, without limitation, the registrations and applications listed on Schedule C hereto, along with any and all (A) renewals and extensions thereof, (B) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (C) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights");

(iv) License agreements, and covenants not to sue, with respect to any Patent, Trademark, or Copyright or otherwise, along with any and all (A) renewals, extensions, supplements and continuations thereof, (B) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future breaches thereof, (C) rights to sue for past, present and future breaches thereof and (D) any other rights to use, exploit or practice any or all Patents, Trademarks or Copyrights (collectively, the "Licenses");

(v) The entire goodwill of Pledgor's business and other general intangibles (including, know-how (including, without limitation, the know-how listed on Schedule E hereto), trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae) connected with the use of and symbolized by the Trademarks of Pledgor; and

(vi) All Proceeds (as defined under the Uniform Commercial Code as in effect in the State of Illinois (the "UCC")) of any of the foregoing, and in any event, including, without limitation, any and all (a) proceeds of any insurance, indemnity, warranty or guarantee payable to Agent or to Pledgor from time to time with respect to any of the Pledged Collateral, (b) payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting under color of a Governmental Authority), (c) instruments representing amounts receivable in respect of any Patents, Trademarks or Copyrights, (d)



products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

**Section 2. Secured Obligations.** This Agreement secures, and the Pledged Collateral is collateral security for, the payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of (i) all Liabilities of Pledgor now existing or hereafter arising under or in respect of the Loan Agreement and the Notes (including, without limitation, Pledgor's obligations to pay principal, interest and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Loans, the Letters of Credit and all other Liabilities under or relating to in the Loan Agreement) and (ii) without duplication of the amounts described in clause (i), all obligations of Pledgor now existing or hereafter arising under or in respect of this Agreement or the other Financing Agreements, including, without limitation, with respect to all charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the obligations contained in this Agreement or in the other Financing Agreements (the obligations described in clauses (i) and (ii), collectively, the "Secured Obligations").

**Section 3. No Release.** Nothing set forth in this Agreement shall relieve Pledgor from the performance of any term, covenant, condition or agreement on Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or shall impose any obligation on any Secured Party to perform or observe any such term, covenant, condition or agreement on Pledgor's part to be so performed or observed or shall impose any liability on any Secured Party for any act or omission on the part of Pledgor relating thereto or for any breach of any representation or warranty on the part of Pledgor contained in this Agreement or any other Financing Agreement, or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of Pledgor contained in this Section 3 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement and under the other Financing Agreements.

**Section 4. Use and Pledge of Pledged Collateral.** Agent hereby grants to Pledgor and unless and until a Default shall have occurred and be continuing, Pledgor shall have, the royalty-free, exclusive, nontransferable right and license to use the Patents, Trademarks, Copyrights and Licenses in each case for Pledgor's own benefit and for none other. Except as permitted under Section 7(a)(vii) below, Pledgor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Pledgor in this Section 4 without the prior written consent of Agent. Upon the occurrence of a Default, and so long as such Default has not been cured or waived, Pledgor's license with respect to the Patents, Trademarks, Copyrights and Licenses as set forth in this Section 4 shall terminate forthwith. Unless a Default shall have occurred and be continuing, Agent shall from time to time execute and deliver, upon written request of Pledgor and at Pledgor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, to the extent necessary or appropriate in the reasonable judgment of Agent to enable Pledgor to continue to exploit, license, use, enjoy and protect the Pledged Collateral throughout the world.

**Section 5. Supplements: Further Assurances.**

(a) Pledgor agrees that at any time and from time to time, it will execute and, at its sole cost and expense, file and refile, or permit Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) as Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to Agent hereunder.

(b) Pledgor hereby authorizes Agent to file financing statements, continuation statements, amendments thereto and other documents, relative to all or any part thereof, without the signature of Pledgor to the fullest extent permitted by law, and Pledgor agrees to do such further acts and things, and to execute and deliver to Agent such additional assignments, agreements, powers and instruments, as Agent may require to carry into effect the purposes of this Agreement or better to assure and confirm unto Agent its respective rights, powers and remedies hereunder. Pledgor shall, upon the request of Agent, and hereby authorizes Agent to, take any and all such actions as may reasonably be deemed necessary or advisable by Agent to perfect and preserve the rights and interests granted to Agent with respect to the Pledged Collateral. All of the foregoing shall be at the sole cost and expense of Pledgor.

**Section 6. Representations and Warranties of the Pledgor.** Pledgor hereby represents and warrants as follows:

(i) Necessary Filings. Upon filing and the acceptance thereof in the appropriate offices under the UCC and in the United States Patent and Trademark Office and the United States Copyright Office, the security interest granted to Agent for the benefit of the Secured Parties pursuant to this Agreement in and to the Pledged Collateral constitutes and hereafter will constitute a valid and duly perfected first priority security interest in the Pledged Collateral.

(ii) No Liens. Pledgor is, and as to Pledged Collateral acquired by it from time to time after the date hereof will be unless otherwise permitted hereunder, the sole and exclusive owner or, as applicable, licensee of the Pledged Collateral free from any Lien or other right, title or interest of any Person other than the Lien granted by this Agreement and Permitted Liens. Pledgor shall defend the Pledged Collateral against all claims and demands of all Persons at any time claiming any interest therein adverse to Agent or any Secured Party.

(iii) Other Financing Statements. There is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Collateral and so long as the Secured Obligations remain unpaid and the Loan Agreement remains in effect, Pledgor shall not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Pledged Collateral, except, in each case, financing statements filed or to be filed in respect of and covering the security interests granted by Pledgor pursuant to this

Agreement and the other Financing Agreements and Financing Statements filed in favor of Banque Indosuez as Collateral Agent, which Financing Statements will be terminated within five (5) Business Days following the execution of this Agreement.

(iv) Authorization: Enforceability. Pledgor has full corporate power, authority and legal right to pledge and grant a security interest in all the Pledged Collateral pursuant to this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms.

(v) No Consents, Etc. No authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court, governmental agency or regulatory authority, or with any securities exchange or any other Person is required in connection with (a) the execution, delivery or performance by Pledgor of this Agreement, (b) the assignment of, and the grant of a Lien (including the priority thereof) in, the Pledged Collateral by Pledgor in the manner and for the purpose contemplated by this Agreement or (c) except for the filing of this Agreement with the United States Patent and Trademark Office and for the filing of a UCC-1 Financing Statement with the Illinois Secretary of State in the form delivered by Pledgor to Agent on the date hereof, the exercise of the rights and remedies of the Secured Parties, as a perfected secured party, created hereby.

(vi) No Claims. Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Financing Agreements. The use by Pledgor of such Pledged Collateral and all such rights with respect to the foregoing does not infringe on the rights of any Person. No claim has been made and remains outstanding that Pledgor's use of the Pledged Collateral does or may violate the rights of any third person.

(vii) Pledged Collateral. Pledgor represents and warrants to Agent that Schedules A, B, C, D and E hereto, respectively, are true, accurate and complete lists as of the date hereof of all issued, registered or applied for Patents, Trademarks, Copyrights, Licenses and all know-how owned by Pledgor.

#### Section 7. Covenants Concerning Pledged Collateral.

(a) Protection of Agent's Security. On a continuing basis, Pledgor will, at the sole cost and expense of Pledgor, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary by Agent to carry out the intent and purposes of this Agreement, to assure and confirm to Agent the grant or perfection of a first priority security interest in the Pledged Collateral for the benefit of the Secured Parties, and to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, Pledgor (i) will not enter into any agreement that would impair or conflict with Pledgor's obligations hereunder; (ii) will, from time to time, upon Agent's request, cause its books and records to be marked with such legends or

segregated in such manner as Agent may reasonably specify and take or cause to be taken such other action and adopt such procedures as Agent may reasonably specify to give notice to or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby; (iii) will, promptly following its becoming aware thereof, notify Agent of (A) any adverse determination in any proceeding in the United States Patent and Trademark office or the United States Copyright Office with respect to any Patent, Trademark or Copyright, or (B) the institution of any proceeding or any adverse determination in any federal, state or, local court or administrative bodies regarding Pledgor's claim of ownership in or right to use any of the Pledged Collateral, its right to register the Pledged Collateral, or its right to keep and maintain such registration in full force and effect; (iv) will maintain and protect the Pledged Collateral necessary for the operation of Pledgor's business; (v) will not permit to lapse or become abandoned any Pledged Collateral necessary for the operation of Pledgor's business, and will not settle or compromise any pending or future litigation or administrative proceeding with respect to the Pledged Collateral necessary for the operation of Pledgor's business, in each case, without the consent of Agent; (vi) upon Pledgor obtaining knowledge thereof, will promptly notify Agent in writing of any event which may reasonably be expected to adversely affect the value or utility of the Pledged Collateral or any portion thereof necessary for the operation of Pledgor's business, the ability of Pledgor or Agent to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of Agent in relation thereto including, without limitation, a levy or threat of levy or any legal process against the Pledged Collateral or any portion thereof; (vii) will not, without the prior written consent of Agent, license any Patent, Trademark, Copyright or License other than, prior to the occurrence of a Default, licenses entered into by Pledgor in, or incidental to, the ordinary course of Pledgor's business, that do not adversely affect in any material respect the right to receive payments thereunder, or in any manner impair the value of the Pledged Collateral or the Lien on the Pledged Collateral intended to be granted to Agent for the benefit of Secured Parties; (viii) until Agent exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral; (ix) will furnish to Agent from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as Agent may from time to time reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of each item of Pledged Collateral; and (xi) will comply with all laws, rules and regulations applicable to the Pledged Collateral the failure to comply with which would have a material adverse effect on the value or use of the Pledged Collateral or an adverse effect on the Lien on the Pledged Collateral granted to the Agent hereunder.

(b) After-Acquired Property. If, before the Secured Obligations shall have been paid and satisfied in full and the Loan Agreement terminated, Pledgor shall (i) obtain any rights to any additional Pledged Collateral or (ii) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any such item enumerated in clause (i) or (ii) with respect to Pledgor shall automatically constitute Pledged Collateral if such would have constituted Pledged Collateral at the time of execution of this Agreement, and be subject to the Lien created by this Agreement without further action by any party other than actions required to perfect such Lien. Pledgor shall promptly provide to Agent written notice of any of the foregoing. Pledgor agrees, promptly following the written request by Agent, to confirm the attachment of the Lien

created by this Agreement to any rights described in clauses (i) and (ii) above if such would have constituted Pledged Collateral at the time of execution of this Agreement by execution of an instrument in form acceptable to Agent.

(c) Modifications. Pledgor authorizes Agent to modify this Agreement by amending Schedules A, B, C, D and/or E annexed hereto to include any future Pledged Collateral of Pledgor, including, without limitation, any of the items listed in Section 7(b).

(d) Applications. Pledgor shall file and prosecute diligently all applications for the Patents, the Trademarks or the Copyrights now or hereafter pending that would be necessary to the businesses of Pledgor to which any such applications pertain, and shall do all acts necessary to preserve and maintain all rights in the Pledged Collateral necessary for the operation of Pledgor's business. Any and all costs and expenses incurred in connection with any such actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a Patent or Trademark or Copyright application, or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright necessary for the operation of Pledgor's business without the consent of Agent.

Section 8. Transfers and Other Liens. Pledgor shall not (i) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral other than licenses permitted under Section 7(a)(vii) above or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, other than the Lien granted to Agent under this Agreement.

Section 9. Reasonable Care. Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which Agent, in its individual capacity, accords its own property, it being understood that none of the Secured Parties shall have responsibility for taking any necessary steps to preserve rights against any Person with respect to any Pledged Collateral.

Section 10. Remedies Upon Default; Waiver of Notice, etc.

(a) If any Default shall have occurred and be continuing, then and in every such case, Agent may:

(i) To the fullest extent permitted by law, and without advertisement, hearing or process of law of any kind, (A) exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation, perfecting assignment of any and all consensual rights and powers with respect to the Pledged Collateral and (B) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith) or any part thereof, in each case, free of all rights and claims of Pledgor therein and thereto. In that connection, Agent shall have the right to cause any or all of the Pledged Collateral to be transferred of record into the name of Agent or its nominee and the right to impose (1) such limitations and restrictions on the sale or assignment of the Pledged Collateral as Agent may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local)

having applicability to the sale or assignment, and (2) any necessary or appropriate requirements for any required governmental approvals or consents;

(b) Exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the UCC to the fullest extent permitted by applicable law and whether or not the UCC is applicable thereto. Pledgor agrees that, to the extent notice of sale shall be required by law, 10 Business Days' notice from Agent of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place shall constitute commercially reasonable notification of such matters. No notification need be given to Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition; and

(c) To the fullest extent permitted by applicable law, Agent or any other Secured Party or any of their respective affiliates may be the purchaser of any or all of the Pledged Collateral at any public or private sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of such item of Collateral payable by such Person at such sale. Each purchaser at any such sale shall acquire the property sold absolutely free from any claim or right on the part of Pledgor. Agent shall not be obligated to make any sale of the Pledged Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Pledgor hereby waives; to the fullest extent permitted by applicable law, any claims against Agent arising by reason of the fact that the price at which any Pledged Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

(d) Pledgor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by Agent of any of its rights and remedies hereunder.

(e) Without limiting the foregoing, Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with Agent's taking possession or Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which Pledgor would otherwise have under law, and Pledgor hereby further waives to the fullest extent permitted by applicable law: (i) all damages occasioned by such taking of possession; (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of Agent's rights hereunder; and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against Pledgor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under Pledgor.

Section 11. Application of Proceeds. The proceeds received by Agent in respect of any sale of, collection from or other realization upon all or any part of the Pledged Collateral pursuant to the exercise by Agent of its remedies as a secured creditor as provided in Section 10 hereof shall be applied, together with any other sums then held by Agent pursuant to this Agreement, as set forth in Subsection 2.8 of the Loan Agreement.

Section 12. Expenses. Pledgor will upon demand pay to Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and the reasonable fees and expenses of any experts and agents, which Agent may incur in connection with (i) the collection of the Secured Obligations, (ii) the enforcement and administration of this Agreement, (iii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iv) the exercise or enforcement of any of the rights of Agent or any Secured Party hereunder or (v) the failure by Pledgor to perform or observe any of the provisions hereof. All amounts payable by Pledgor under this Section 12 shall be due upon demand and shall be part of the Secured Obligations. Pledgor's obligations under this Section 12 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder.

Section 13. No Waiver: Cumulative Remedies.

(a) No failure on the part of Agent to exercise, no course of dealing with respect to, and no delay on the part of Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event Agent shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Agent, then and in every such case, Pledgor, Agent and each holder of any of the Secured Obligations shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Secured Parties shall continue as if no such proceeding had been instituted.

Section 14. Agent. Agent has been appointed as agent pursuant to the Loan Agreement. The actions of Agent hereunder are subject to the provisions of the Loan Agreement. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of Pledged Collateral), in accordance with this Agreement and the Loan Agreement. Agent may resign and a successor Agent may be appointed in the manner provided in the Loan Agreement. Upon the acceptance of any appointment as Agent by a successor Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent under this Agreement, and the retiring Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Agent.

**Section 15. Agent May Perform: Agent Appointed Attorney-in-Fact.** If Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of Pledgor contained herein shall be breached and if such occurrence shall constitute a Default, Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by Agent shall be paid by Pledgor promptly upon demand therefor, with interest at the highest rate then in effect under the Loan Agreement during the period from and including the date on which such funds were so expended to the date of repayment. Pledgor's obligations under this Section 15 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement, the Loan Agreement and the other Financing Agreements. Pledgor hereby appoints Agent its attorney-in-fact with an interest, with full authority in the place and stead of Pledgor and in the name of Pledgor, or otherwise, from time to time in Agent's discretion to take any action and to execute any instrument consistent with the terms of this Agreement and the other Financing Agreements which the Agent may deem necessary to advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

**Section 16. Indemnity.**

(a) **Indemnity.** Pledgor agrees to indemnify, pay and hold harmless each of the Secured Parties and the officers, directors, employees, agents and affiliate of each of the Secured Parties (collectively called the "Indemnitees") from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnities in connection with any investigative administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto), which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement or any other Financing Agreement (including, without limitation, any misrepresentation by the Pledgor in this Agreement or any other Financing Agreement) (the "indemnified liabilities"); provided that Pledgor shall have no obligation (i) to an Indemnitee hereunder with respect to indemnified liabilities that arose from the gross negligence or willful misconduct of that Indemnitee, or (ii) to reimburse any Bank (other than ANB in its capacity as Agent) for its legal fees and expenses incurred prior to the occurrence of a Default or an Event of Default in connection with the documentation and closing of the matters contemplated by this Agreement. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Pledgor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnities or any of them.

(b) **Survival.** The obligations of Pledgor contained in this Section 16 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement and under the other Financing Agreements.

(c) **Reimbursement.** Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Pledged Collateral.



## Section 17. Litigation.

(a) Unless there shall occur and be continuing a Default, Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its sole cost and expense, such applications for protection of Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Pledgor shall promptly notify Agent in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the Pledged Collateral and shall provide to Agent such information with respect thereto as may be reasonable requested. Pledgor shall indemnify and hold harmless each Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including reasonable attorneys' fees and expenses and, with respect to Agent, its allocated costs of internal counsel) of any kind whatsoever which may be imposed on, incurred by or asserted against such Secured Party in connection with or in any way arising out of such suits, proceedings or other actions.

(b) Upon the occurrence and during the continuance of a Default or an Event of Default, Agent shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of Pledgor, or the Secured Parties to enforce the Pledged Collateral and any license thereunder; in the event of such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all documents reasonably required by Agent in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Agent, as the case may be, for all reasonable costs and expenses (including reasonable fees and expenses of counsel) incurred by Agent in the exercise of its rights under this Section 17. In the event that Agent shall elect not to bring suit to enforce the Pledged Collateral, Pledgor agrees, at the request of Agent, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement unless Pledgor has determined that the Pledged Collateral that is the subject of any pending or contemplated infringement or enforcement action or proceeding does not contain or represent any value or utility (other than of an immaterial nature), consistent with prudent business practice.

Section 18. Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by Pledgor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Loan Agreement and unless in writing and signed by Agent. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by Pledgor from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Financing Document, no notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances.

Section 19. Termination: Release. Upon final payment in full of the Secured Obligations and termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Loan Agreement, Agent shall, upon the request and at the sole cost and

expense of Pledgor, forthwith assign, transfer and deliver to Pledgor, against receipt and without recourse to or warranty by Agent, such of the Pledged Collateral to be released (in the case of a release) as shall not have been sold or otherwise applied pursuant to the terms hereof, and shall deliver to Pledgor proper instruments (including UCC termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

Section 20. Definitions. Capitalized terms used and not defined herein shall have the meanings assigned to them in the Loan Agreement and the following term shall have the following meaning.

Section 21. Notice. Unless otherwise provided herein or in the Loan Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner set forth in the Loan Agreement, addressed to the applicable party at the address set forth for such party in the Loan Agreement, or as to any party at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 22; provided that notices to Agent shall not be effective until received by Agent.

Section 22. Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) be binding upon Pledgor, its successors and assigns, and (ii) inure, together with the rights and remedies of Agent hereunder, to the benefit of the Secured Parties and each of their respective successors, transferees and assigns; no other Persons (including, without limitation, any other creditor of the Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Bank may assign or otherwise transfer any indebtedness held by it secured by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Bank, herein or otherwise, subject however, to the provisions of the Loan Agreement.

Section 23. GOVERNING LAW; TERMS. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM.

Section 24. CONSENT TO JURISDICTION.

A. EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SECTION 25B BELOW, EACH OF THE PARTIES HERETO AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY BE HEARD BY A COURT LOCATED

OUTSIDE OF COOK COUNTY, ILLINOIS. BORROWER WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

B. OTHER JURISDICTIONS. PLEDGOR AGREES THAT AGENT SHALL HAVE THE RIGHT TO PROCEED AGAINST PLEDGOR OR ITS PROPERTY ("PROPERTY") IN A COURT IN ANY LOCATION TO ENABLE AGENT TO REALIZE ON THE PLEDGED COLLATERAL FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF AGENT, PLEDGOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIM IN ANY PROCEEDINGS BROUGHT BY AGENT TO REALIZE ON PROPERTY, PLEDGED COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF AGENT, PLEDGOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH AGENT HAS COMMENCED A PROCEEDING DESCRIBED IN SECTION 25 OF THIS AGREEMENT.

C. SERVICE OF PROCESS. PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND IRREVOCABLY APPOINTS PRENTICE-HALL CORPORATION SYSTEM, INC., PLEDGOR'S REGISTERED AGENT, AS PLEDGOR'S AGENT FOR THE PURPOSE OF ACCEPTING SERVICE OF PROCESS WITHIN THE STATE OF ILLINOIS (THE "SP AGENT"). AGENT AGREES TO PROMPTLY FORWARD BY REGISTERED MAIL (NO RETURN RECEIPT REQUIRED) A COPY OF ANY PROCESS SO SERVED BY IT UPON THE SP AGENT TO PLEDGOR AT ITS ADDRESS SET FORTH IN SUBSECTION 13.17 OF THE LOAN AGREEMENT. PLEDGOR HEREBY CONSENTS TO SERVICE OF PROCESS AS AFORESAID. PLEDGOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF THE COURTS REFERRED TO IN SECTION 25 OF THIS AGREEMENT IN ANY SUCH ACTION OR PROCEEDING BY MAILING COPIES OF SUCH SERVICE BY REGISTERED MAIL, POSTAGE PREPAID TO PLEDGOR AT SAID ADDRESS. NOTHING IN THIS AGREEMENT SHALL AFFECT THE RIGHT OF AGENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW BUT ANY FAILURE TO RECEIVE SUCH COPY SHALL NOT AFFECT IN ANY WAY THE SERVICE OF SUCH PROCESS.

Section 25. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 26. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

Section 27. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

**Section 28. Obligations Absolute.** All obligations of Pledgor hereunder shall be absolute and unconditional irrespective of:

- (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Pledgor;
- (ii) any lack of validity or enforceability of the Loan Agreement, any Letter of Credit or any other Financing Agreement or any other agreement or instrument relating thereto;
- (iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, any Letter of Credit or any other Financing Agreement, or any other agreement or instrument relating thereto;
- (iv) any exchange, release or non-performance of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;
- (v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Financing Agreement except as specifically set forth in a waiver granted pursuant to the provisions of Section 18 hereof; or
- (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Pledgor.

**Section 29. Agent's Right to Sever Indebtedness.**

(a) Pledgor acknowledges that (i) the Pledged Collateral does not constitute the sole source of security for the payment and performance of the Secured Obligations and that the Secured Obligations are also secured by other types of property of Pledgor in other jurisdictions (all such property, collectively, the "Collateral"), (ii) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate credit agreement, and (iii) Pledgor intends that Agent have the same rights with respect to the Pledged Collateral, in any judicial proceeding relating to the exercise of any right or remedy hereunder or otherwise, that Agent would have had if each item of collateral had been pledged or encumbered pursuant to a separate credit agreement and security instrument. In furtherance of such intent, Pledgor agrees to the fullest extent permitted by law that Agent may at any time by notice (an "Allocation Notice") to Pledgor allocate a portion of the Secured Obligations (the "Allocated Indebtedness") to the Pledged Collateral and sever from the remaining Secured Obligations the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to the Pledged Collateral, the Secured Obligations hereunder shall be limited to the extent set forth in the allocation Notice and (as so limited) shall, for all purposes, be construed as a separate credit obligation of Pledgor unrelated to the other transactions contemplated by the Loan Agreement. To the extent that the proceeds of any judicial proceeding relating to the exercise of

any right or remedy hereunder of the Pledged Collateral shall exceed the Allocated Indebtedness, such proceeds shall belong to Pledgor and shall not be available hereunder to satisfy any Secured Obligations of Pledgor other than the Allocated Indebtedness. In any action or proceeding to exercise any right or remedy under this Agreement which is commenced after the giving by Agent of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Secured Obligations hereby secured, and pledgor may introduce, by way of defense or counterclaim, evidence thereof in any such action or proceeding.

(b) Pledgor hereby waives to the fullest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or thereafter in effect which provides that the exercise of any particular right to remedy as provided for herein (by judicial proceedings or otherwise) constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable any further judgment or any other right or remedy provided for herein because Agent elected to proceed with the exercise of such initial right or remedy or because of any failure by Agent to comply with laws that prescribe conditions to the entitlement to such subsequent judgment or the availability of such subsequent right or remedy. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that such subsequent judgment or action is not available to Agent, Pledgor shall not (i) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against Pledgor of any remedy in the Loan Agreement or executed in connection with the Loan Agreement or (ii) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered and only with respect to the collateral referred to in such judgment.

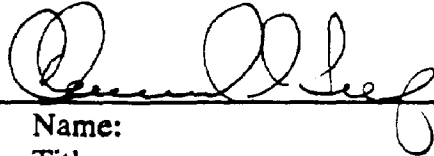
(c) In the event any instrument in addition to the Allocation Notice is necessary to effectuate the provisions of this Section 29, including, without limitation, any amendment to this Agreement, any substitute promissory note or affidavit or certificate of any kind, Agent may execute and deliver such instrument as the attorney-in-fact of Pledgor.

(d) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 29 shall be effective only to the maximum extent provided by law.

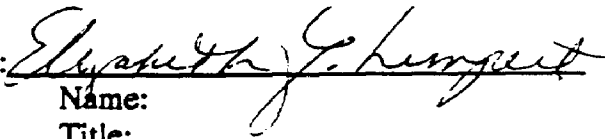
Section 30. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ABC RAIL PRODUCTS CORPORATION,  
as Pledgor

BY:   
Name:  
Title:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as Agent

BY:   
Name:  
Title:

aak\06984\040\inproppl.cln

SCHEDULE A

See Attached

## RAIL BRACE

Docket #: ABC001 Serial #: 118215 Filing Date : 06-No-1987  
 Country : United States Patent #: 4824015 Patent Date : 25-Ap-1989  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 25-Ap-2006

## RAIL BRACE

Docket #: ABC001 Serial #: 573371 Filing Date : 03-Ag-1988  
 Country : CANADA Patent #: 1315755 Patent Date : 06-Ap-1993  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 06-Ap-2010

## SWITCH STAND

Docket #: ABC003 Serial #: 294423 Filing Date : 09-Ja-1989  
 Country : United States Patent #: 4938438 Patent Date : 03-Jl-1990  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 03-Jl-2007

## SWITCH STAND

Docket #: ABC003 Serial #: 608817 Filing Date : 18-Ag-1989  
 Country : CANADA Patent #: 1321257 Patent Date : 10-Ag-1993  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 10-Ag-2010

## RAIL BRACE

Docket #: ABC011 Serial #: 590781 Filing Date : 01-Oc-1990  
 Country : United States Patent #: 5104041 Patent Date : 14-Ap-1992  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 14-Ap-2009

## RAIL BRACE

Docket #: ABC011 Serial #: 2039761 Filing Date : 04-Ap-1991  
 Country : CANADA Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAIL BRACE

Docket #: ABC011D1 Serial #: 781394 Filing Date : 23-Oc-1991  
 Country : United States Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH MACHINE

Docket #: ABC014 Serial #: 523079 Filing Date : 14-My-1990  
 Country : United States Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH MACHINE

Docket #: ABC014 Serial #: 2021058 Filing Date : 12-Jl-1990  
 Country : CANADA Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH MACHINE

Docket #: ABC014 Serial #: 25761 Filing Date : 13-My-1991  
 Country : MEXICO Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

5



## LOW IMPACT MANGANESE FROG

Docket #: ABC015 ✓  
 Country : United States  
 Atty: THOMAS S BAKER JR. Serial #: 806377 Filing Date : 13-De-1991  
 Patent #: 5312075 Patent Date : 17-My-1994  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 17-My-2011

## LOW IMPACT MANGANESE FROG

Docket #: ABC015  
 Country : CANADA Serial #: 2085285 Filing Date : 14-De-1992  
 Atty: THOMAS S BAKER JR. Patent #: Patent Date : NONE  
 Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## LOW IMPACT MANGANESE FROG

Docket #: ABC015  
 Country : MEXICO Serial #: 927181 Filing Date : 11-De-1992  
 Atty: THOMAS S BAKER JR. Patent #: Patent Date : NONE  
 Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## HYDRAULIC SWITCH STAND

Docket #: ABC016 ✓  
 Country : United States Serial #: Filing Date : NONE  
 Atty: THOMAS S BAKER JR. Patent #: Patent Date : NONE  
 Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## GUARD RAIL ASSEMBLY

Docket #: ABC017 ✓  
 Country : United States Serial #: 825557 Filing Date : 24-Ja-1992  
 Atty: THOMAS S BAKER JR. Patent #: 5176318 Patent Date : 05-Ja-1993  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 05-Ja-2010

## GUARD RAIL ASSEMBLY

Docket #: ABC017  
 Country : EUROPEAN PATENT Serial #: 93630007.8 Filing Date : 21-Ja-1993  
 Atty: THOMAS S BAKER JR. Patent #: Patent Date : NONE  
 Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## GUARD RAIL ASSEMBLY

Docket #: ABC017  
 Country : CANADA Serial #: 2087988 Filing Date : 18-Ja-1993  
 Atty: THOMAS S BAKER JR. Patent #: Patent Date : NONE  
 Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## GUARD RAIL ASSEMBLY

Docket #: ABC017D1 ✓  
 Country : United States Serial #: 898410 Filing Date : 15-Jn-1992  
 Atty: THOMAS S BAKER JR. Patent #: 5236125 Patent Date : 17-Ag-1993  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 17-Ag-2010

## GUARD RAIL ASSEMBLY

Docket #: ABC017D2 ✓  
 Country : United States Serial #: 898411 Filing Date : 15-Jn-1992  
 Atty: THOMAS S BAKER JR. Patent #: 5238186 Patent Date : 24-Ag-1993  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 24-Ag-2010

## REVERSIBLE WING FROG

Docket #: ABC018 ✓  
 Country : United States Serial #: Filing Date : NONE  
 Atty: THOMAS S BAKER JR. Patent #: Patent Date : NONE  
 Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

(6)

## COUNTER-BALANCED HAND LEVER

Docket #: ABC019 ✓ Serial #: Filing Date : NONE  
 Country : United States Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## GUARD RAIL SHOCK ABORBER ABANDONED

Docket #: ABC020 ✓ Serial #: 881667 Filing Date : 12-Mr-1992  
 Country : United States Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD DOUBLE TOE POINT FROG

Docket #: ABC021 ✓ Serial #: 08/376223 Filing Date : 23-Ja-1995  
 Country : United States Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH STAND

Docket #: ABC022 ✓ Serial #: 08/123893 Filing Date : 20-Se-1993  
 Country : United States Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH STAND

Docket #: ABC022 Serial #: 2127417 Filing Date : 05-Jl-1994  
 Country : CANADA Patent #: Patent Date : NONE  
 Atty: NONE Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH STAND

Docket #: ABC022 Serial #: 329518 Filing Date : 20-Se-1994  
 Country : ARGENTINA Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH STAND

Docket #: ABC022 Serial #: PI9403770 Filing Date : 19-Se-1994  
 Country : BRAZIL Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH STAND

Docket #: ABC022 Serial #: 1312/94 Filing Date : 08-Se-1994  
 Country : CHILE Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH STAND

Docket #: ABC022 Serial #: 947168 Filing Date : 19-Se-1994  
 Country : MEXICO Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## RAILROAD SWITCH STAND

Docket #: ABC022 Serial #: 1421-94 Filing Date : 20-Se-1994  
 Country : VENEZUELA Patent #: Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

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RAILROAD SWITCH STAND

Docket #: ABC022C1 ✓ Serial #: 08/360133 Filing Date : 20-De-1994  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

IMPROVED RAILBOUND MN FROG

Docket #: ABC024 ✓ Serial #: Filing Date : NONE  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

RACOR DIRECT SUPPORT FROG

Docket #: ABC028 ✓ Serial #: 08/217698 Filing Date : 25-Mr-1994  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

RAILROAD SWITCH STAND

Docket #: ABC029 ✓ Serial #: 08/122719 Filing Date : 15-Se-1993  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

EDISON WELDING INSTITUTE DISCLOSURE AGREEMENT

Docket #: ABC030 ✓ Serial #: Filing Date : NONE  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

RAIL ANCHOR ASSEMBLY

Docket #: ABC031 ✓ Serial #: 08/279556 Filing Date : 25-Jl-1994  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

RACOR WELD ON SHOULDER

IMPROVED RAILROAD SPRING FROG

Docket #: ABC032 ✓ Serial #: 08/384026 Filing Date : 06-Fe-1995  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

RAILROAD SWITCH STAND

Docket #: ABC036 ✓ (LATCH YOKE & ADAPTER HUB)  
 Country : United States Serial #: 08/248688 Filing Date : 25-My-1994  
 Atty: THOMAS S BAKER JR. Patent # : Patent Date : NONE  
 Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

PSEUDO HEAVY POINT FROG

Docket #: ABC041 ✓ Serial #: Filing Date : NONE  
 Country : United States Patent # : Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

V-90 MANGANESE STEEL

Docket #: ABX157 ✓ U.S. PATENT ASSIGNED TO ABC RAIL  
 Country : United States Serial #: 736307 Filing Date : 21-My-1985  
 Atty: THOMAS S BAKER JR. Patent # : 4612067 Patent Date : 16-Se-1986  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 16-Se-2003

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## V-90 MANGANESE STEEL

Docket #: ABX157

Country : SOUTH AFRICA

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 86/3068

Patent #: 86/3068

Assignee: ABC RAIL PRODUCTS

Filing Date : 24-Apr-1986

Patent Date : 25-Feb-1987

COExp. Date : 24-Apr-2006

## V-90 MANGANESE STEEL

Docket #: ABX157

Country : CHILE

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 352-86

Patent #: 35712

Assignee: ABC RAIL PRODUCTS

Filing Date : 20-May-1986

Patent Date : 26-Jul-1987

COExp. Date : 26-Jul-2002

## V-90 MANGANESE STEEL

Docket #: ABX157

Country : PERU

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 104411

Patent #:

Assignee: ABC RAIL PRODUCTS

Filing Date : 20-May-1986

Patent Date : NONE

COExp. Date : NONE

## V-90 MANGANESE STEEL

Docket #: ABX157AU

Country : AUSTRALIA

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 56563/86

Patent #: 559020

Assignee: ABC RAIL PRODUCTS

Filing Date : 18-Apr-1986

Patent Date : 28-May-1987

COExp. Date : 18-Apr-2002

## V-90 MANGANESE STEEL

Docket #: ABX157AR

Country : ARGENTINA

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 304041

Patent #: 237018

Assignee: ABC RAIL PRODUCTS

Filing Date : 21-May-1986

Patent Date : 31-May-1988

COExp. Date : 31-May-2003

## V-90 MANGANESE STEEL

Docket #: ABX157

Country : CANADA

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 507093

Patent #: 1267304

Assignee: ABC RAIL PRODUCTS

Filing Date : 18-Apr-1986

Patent Date : 03-Apr-1990

COExp. Date : 03-Apr-2007

## V-90 MANGANESE STEEL

Docket #: ABX157

Country : EUROPEAN PATENT

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 86106406.1

Patent #: 205869

Assignee: ABC RAIL PRODUCTS

Filing Date : 12-May-1986

Patent Date : 08-Aug-1990

COExp. Date : 12-May-2006

## V-90 MANGANESE STEEL

Docket #: ABX157

Country : MEXICO

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 2324

Patent #:

Assignee: ABC RAIL PRODUCTS

Filing Date : NONE

Patent Date : NONE

COExp. Date : NONE

## V-90 MANGANESE STEEL

Docket #: ABX157

Country : INDIA

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: 329/MAS/86

Patent #: 166894

Assignee: ABC RAIL PRODUCTS

Filing Date : 29-Apr-1986

Patent Date : 29-Jul-1991

COExp. Date : 29-Apr-2000

## V-90 MANGANESE STEEL

Docket #: ABX157

Country : AUSTRIA

Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #:

Patent #: 205869

Assignee: ABC RAIL PRODUCTS

Filing Date : NONE

Patent Date : 08-Aug-1990

COExp. Date : 12-May-2006

TRADEMARK

REEL: 1869 FRAME: 0299

## V-90 MANGANESE STEEL

Docket #: ABX157  
 Country : WEST GERMANY  
 Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: \_\_\_\_\_ Filing Date : NONE  
 Patent #: 205869 Patent Date : 08-Ag-1990  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 12-My-2006

## V-90 MANGANESE STEEL

Docket #: ABX157  
 Country : FRANCE  
 Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: \_\_\_\_\_ Filing Date : NONE  
 Patent #: 205869 Patent Date : 08-Ag-1990  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 12-My-2006

## V-90 MANGANESE STEEL

Docket #: ABX157  
 Country : UNITED KINGDOM  
 Atty: THOMAS S BAKER JR.

## U.S. PATENT ASSIGNED TO ABC RAIL

Serial #: \_\_\_\_\_ Filing Date : NONE  
 Patent #: 205869 Patent Date : 08-Ag-1990  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 12-My-2006

## ADJUSTABLE RAIL BRACE ✓

Docket #: ABX402  
 Country : United States  
 Atty: THOMAS S BAKER JR.

Serial #: 11120 Filing Date : 05-Fe-1987  
 Patent #: 4770342 Patent Date : 13-Se-1988  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 13-Se-2005

## ADJUSTABLE RAIL BRACE

Docket #: ABX402CA  
 Country : CANADA  
 Atty: THOMAS S BAKER JR.

Serial #: 536394 Filing Date : 05-My-1987  
 Patent #: 1283392 Patent Date : 23-Ap-1991  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 23-Ap-2008

## ADJUSTABLE SWITCH POINT GUARD

Docket #: ABX408  
 Country : United States  
 Atty: THOMAS S BAKER JR.

Serial #: 909950 Filing Date : 22-Se-1986  
 Patent #: 4738418 Patent Date : 19-Ap-1988  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 19-Ap-2005

## ADJUSTABLE SWITCH POINT GUARD

Docket #: ABX408CA  
 Country : CANADA  
 Atty: THOMAS S BAKER JR.

Serial #: 536405 Filing Date : 05-My-1987  
 Patent #: 1308087 Patent Date : 29-Se-1992  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 29-Se-2009

## RAILROAD CLASSIFICATION YARDS

Docket #: ABX74111 ✓  
 Country : United States  
 Atty: THOMAS S BAKER JR.

Serial #: 615378 Filing Date : 22-Se-1975  
 Patent #: 4034677 Patent Date : 12-Jl-1977  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 12-Jl-1994

## RAILROAD CLASSIFICATION YARDS

Docket #: ABX74111CA  
 Country : CANADA  
 Atty: THOMAS S BAKER JR.

Serial #: 255269 Filing Date : 18-Jn-1976  
 Patent #: 1055141 Patent Date : 22-My-1979  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 22-My-1996

## RAILROAD TURNOUTS ✓

Docket #: ABX74113  
 Country : United States  
 Atty: THOMAS S BAKER JR.

Serial #: 615390 Filing Date : 22-Se-1975  
 Patent #: 4005839 Patent Date : 01-Fe-1977  
 Assignee: ABC RAIL PRODUCTS COExp. Date : 01-Fe-1994

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## RAILROAD TURNOUTS

Docket #: ABX74113CA Serial #: 255270 Filing Date : 18-Jn-1976  
 Country : CANADA Patent #: 1058311 Patent Date : 10-Jl-1979  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 10-Jl-1996

## RAILROAD BRAKE SHOES

Docket #: ABX74114 ✓ Serial #: 578615 Filing Date : 19-My-1975  
 Country : United States Patent #: 4020928 Patent Date : 03-My-1977  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 03-My-1994

## RAILROAD BRAKE SHOES

Docket #: ABX74114CA Serial #: 246787 Filing Date : 27-Fe-1976  
 Country : CANADA Patent #: 1038311 Patent Date : 12-Se-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 12-Se-1995

## HYDRAULIC APPARATUS

Docket #: ABX75006 ✓ Serial #: 630155 Filing Date : 10-No-1975  
 Country : United States Patent #: 4027595 Patent Date : 07-Jn-1977  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 07-Jn-1994

## HYDRAULIC APPARATUS

Docket #: ABX75006CA Serial #: 265003 Filing Date : 05-No-1976  
 Country : CANADA Patent #: 1076000 Patent Date : 22-Ap-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 22-Ap-1997

## HYDRAULIC APPARATUS

Docket #: ABX75006D1 ✓ Serial #: 724720 Filing Date : 20-Ce-1976  
 Country : United States Patent #: 4113621 Patent Date : 12-Se-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 12-Se-1995

## HYDRAULIC APPARATUS

Docket #: ABX75006D1CA Serial #: 332925 Filing Date : 31-Jl-1979  
 Country : CANADA Patent #: 1076921 Patent Date : 06-My-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 06-My-1997

## PUMP FOR HYDRAULIC BRAKE ACTUATOR

Docket #: ABX75037 ✓ Serial #: 675820 Filing Date : 12-Ap-1976  
 Country : United States Patent #: 4083436 Patent Date : 11-Ap-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 11-Ap-1995

## PUMP FOR HYDRAULIC BRAKE ACTUATOR

Docket #: ABX75037CA Serial #: 273499 Filing Date : 08-Mr-1977  
 Country : CANADA Patent #: 1086243 Patent Date : 23-Se-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 23-Se-1997

## PUMP FOR HYDRAULIC BRAKE ACTUATOR

Docket #: ABX75037D1 ✓ Serial #: 830023 Filing Date : 02-Se-1977  
 Country : United States Patent #: 4145164 Patent Date : 20-Mr-1979  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 20-Mr-1996

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## SLIP/SLIDE DETECTOR CONTROL CIRCUIT

Docket #: ABX75038 Serial #: 682916 Filing Date : 04-My-1976  
 Country : United States Patent #: 4032197 Patent Date : 28-Jn-1977  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 28-Jn-1994

## SLIP/SLIDE DETECTOR CONTROL CIRCUIT

Docket #: ABX75038CA Serial #: 273471 Filing Date : 08-Mr-1977  
 Country : CANADA Patent #: 1080825 Patent Date : 01-Jl-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 01-Jl-1997

## DETACHABLE WEAR PAD FOR THE THIRD RAIL SHOE ON AN ELECTRIC RAILWAY CAR

Docket #: ABX75047 Serial #: 667663 Filing Date : 17-Mr-1976  
 Country : United States Patent #: 4023658 Patent Date : 17-My-1977  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-My-1994

## DETACHABLE WEAR PAD FOR THE THIRD RAIL SHOE ON AN ELECTRIC RAILWAY CAR

Docket #: ABX75047CA Serial #: 272915 Filing Date : 01-Mr-1977  
 Country : CANADA Patent #: 1067163 Patent Date : 27-No-1979  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 27-No-1996

## COMPOSITION RAILROAD FRICTION MAT'L

Docket #: ABX76010 Serial #: 815637 Filing Date : 14-Jl-1977  
 Country : United States Patent #: NONE Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

ALL ASSIGNED TO ABC RAIL

## COMPOSITION RAILROAD FRICTION MAT'L

Docket #: ABX76010AU Serial #: 37267/78 Filing Date : 20-Jn-1978  
 Country : AUSTRALIA Patent #: 515599 Patent Date : 23-Jl-1981  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 20-Jn-1994

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## COMPOSITION RAILROAD FRICTION MAT'L

Docket #: ABX76010BR Serial #: PI7804527 Filing Date : 13-Jl-1978  
 Country : BRAZIL Patent #: PI7804527 Patent Date : 31-My-1988  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 13-Jl-1993

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## COMPOSITION RAILROAD FRICTION MAT'L

Docket #: ABX76010CA Serial #: 305195 Filing Date : 12-Jn-1978  
 Country : CANADA Patent #: 1103384 Patent Date : 16-Jn-1981  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 16-Jn-1998

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## COMPOSITION RAILROAD FRICTION MAT'L

Docket #: ABX76010MX Serial #: 174191 Filing Date : 14-Jl-1978  
 Country : MEXICO Patent #: 150690 Patent Date : 28-Jn-1984  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 28-Jn-1994

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## COMPOSITION RAILROAD FRICTION MAT'L

Docket #: ABX76010C1 Serial #: 30411 Filing Date : 16-Ap-1979  
 Country : United States Patent #: 4217255 Patent Date : 12-Ag-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 12-Ag-1997

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## ANALOG TO DIGITAL CONVERSION CIRCUIT FOR WHEEL SENSOR

Docket #: ABX76017 ✓ Serial #: 743533 Filing Date : 22-No-1976  
 Country : United States Patent #: 4079323 Patent Date : 14-Mr-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 14-Mr-1995

## ANALOG TO DIGITAL CONVERSION CIRCUIT FOR WHEEL SENSOR

Docket #: ABX76017CA Serial #: 284298 Filing Date : 08-Ag-1977  
 Country : CANADA Patent #: 1061429 Patent Date : 28-Ag-1979  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 28-Ag-1996

## TRANSIT ZONE MONITOR CIRCUIT

Docket #: ABX76018 ✓ Serial #: 743931 Filing Date : 22-No-1976  
 Country : United States Patent #: 4070560 Patent Date : 24-Ja-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 24-Ja-1995

## TRANSIT ZONE MONITOR CIRCUIT

Docket #: ABX76018CA Serial #: 284366 Filing Date : 09-Ag-1977  
 Country : CANADA Patent #: 1061430 Patent Date : 28-Ag-1979  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 28-Ag-1996

## RAILROAD CLASSIFICATION YARDS

Docket #: ABX76035 ✓ Serial #: 775380 Filing Date : 07-Mr-1977  
 Country : United States Patent #: 4098374 Patent Date : 04-Jl-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 04-Jl-1995

## RAILROAD CLASSIFICATION YARDS

Docket #: ABX76035CA Serial #: 289338 Filing Date : 24-Oc-1977  
 Country : CANADA Patent #: 1082664 Patent Date : 29-Jl-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 29-Jl-1997

## RAILROAD CLASSIFICATION YARDS

Docket #: ABX76035CAD1 Serial #: 341060 Filing Date : 03-De-1979  
 Country : CANADA Patent #: 1086281 Patent Date : 23-Se-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 23-Se-1997

## RAILROAD CLASSIFICATION YARDS

Docket #: ABX76035MX Serial #: 171138 Filing Date : 28-Oc-1977  
 Country : MEXICO Patent #: 145348 Patent Date : 27-Ja-1982  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 27-Ja-1992

## ACCUMULATORS

Docket #: ABX76037 ✓ Serial #: 798319 Filing Date : 19-My-1977  
 Country : United States Patent #: 4177837 Patent Date : 11-De-1979  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 11-De-1996

## ACCUMULATORS

Docket #: ABX76037CA Serial #: 292544 Filing Date : 07-De-1977  
 Country : CANADA Patent #: 1083013 Patent Date : 05-Ag-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 05-Ag-1997

(4)



## CAST IRON RAILROAD BRAKE SHOES

Docket #: ABX76040 ✓ Serial #: 759231 Filing Date : 18-Ja-1977  
 Country : United States Patent #: NONE Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : NONE

## CAST IRON RAILROAD BRAKE SHOES

Docket #: ABX76040CA Serial #: 293594 Filing Date : 21-De-1977  
 Country : CANADA Patent #: 1090621 Patent Date : 02-De-1980  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 02-De-1997

## CAST IRON RAILROAD BRAKE SHOES

Docket #: ABX76040FI Serial #: 77.3871 Filing Date : 20-De-1977  
 Country : FINLAND Patent #: 67881 Patent Date : 10-Jn-1985  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 20-De-1997

## CAST IRON RAILROAD BRAKE SHOES

Docket #: ABX76040LU Serial #: D.40.402 Filing Date : 11-Ja-1978  
 Country : LUXEMBOURG Patent #: 78846 Patent Date : 11-Ja-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 11-Ja-1998

## CAST IRON RAILROAD BRAKE SHOES

Docket #: ABX76040C1 ✓ Serial #: 859259 Filing Date : 12-De-1977  
 Country : United States Patent #: 4352416 Patent Date : 05-Oc-1982  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 05-Oc-1999

## RAIL LUBRICATOR

Docket #: ABX77003 ✓ Serial #: 133337 Filing Date : 24-Mr-1980  
 Country : United States Patent #: 4346785 Patent Date : 31-Ag-1982  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 31-Ag-1999

## RAIL LUBRICATOR

Docket #: ABX77003CA Serial #: 364722 Filing Date : 14-No-1980  
 Country : CANADA Patent #: 1150644 Patent Date : 26-Jl-1983  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 26-Jl-2000

## RAIL LUBRICATOR

Docket #: ABX77003NZ Serial #: 197913 Filing Date : 31-Jl-1981  
 Country : NEW ZEALAND Patent #: 197913 Patent Date : NONE  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 31-Jl-1997

## RAIL LUBRICATOR

Docket #: ABX77003CAD1 Serial #: 407308 Filing Date : 14-Jl-1982  
 Country : CANADA Patent #: 1150161 Patent Date : 19-Jl-1983  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 19-Jl-2000

## RAILROAD AIR BRAKE SYSTEMS

Docket #: ABX77004 ✓ Serial #: 882791 Filing Date : 02-Mr-1978  
 Country : United States Patent #: 4153305 Patent Date : 08-My-1979  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 08-My-1996

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## RAILROAD AIR BRAKE SYSTEMS

Docket #: ABX77004CA                      Serial #: 322806                      Filing Date : 06-Mr-1979  
 Country : CANADA                      Patent #: 1110295                      Patent Date : 06-Oc-1981  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 06-Oc-1998

## RAILROAD CAR HAND BRAKE SIGNAL DEVICE

Docket #: ABX77005                      Serial #: 120964                      Filing Date : 13-Fe-1980  
 Country : United States                      Patent #: 4296707                      Patent Date : 27-Oc-1981  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 27-Oc-1998

## RAILROAD CAR HAND BRAKE SIGNAL DEVICE

Docket #: ABX77005CA                      Serial #: 363404                      Filing Date : 28-Oc-1980  
 Country : CANADA                      Patent #: 1136998                      Patent Date : 07-De-1982  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 07-De-1999

## DISC MOUNTING RING

Docket #: ABX77007                      Serial #: 826443                      Filing Date : 22-Ag-1977  
 Country : United States                      Patent #: 4102443                      Patent Date : 25-Jl-1978  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 25-Jl-1995

## DISC MOUNTING RING

Docket #: ABX77007CA                      Serial #: 302632                      Filing Date : 04-MY-1978  
 Country : CANADA                      Patent #: 1067021                      Patent Date : 27-No-1979  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 27-No-1996

## RAILROAD FROGS

Docket #: ABX77008                      Serial #: 779620                      Filing Date : 21-Mr-1977  
 Country : United States                      Patent #: 4081162                      Patent Date : 28-Mr-1978  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 28-Mr-1995

## RAILROAD FROGS

Docket #: ABX77008CA                      Serial #: 289348                      Filing Date : 24-Oc-1977  
 Country : CANADA                      Patent #: 1081670                      Patent Date : 15-Jl-1980  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 15-Jl-1997

## RAILROAD LUBRICATORS

Docket #: ABX77009                      Serial #: 807538                      Filing Date : 17-Jn-1977  
 Country : United States                      Patent #:                      Patent Date : NONE  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : NONE

## RAILROAD LUBRICATORS

Docket #: ABX77009CA                      Serial #: 298278                      Filing Date : 06-Mr-1978  
 Country : CANADA                      Patent #: 1076490                      Patent Date : 29-Ap-1980  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 29-Ap-1997

## RAILROAD LUBRICATORS

Docket #: ABX77009C1                      Serial #: 972891                      Filing Date : 26-De-1978  
 Country : United States                      Patent #: 4245719                      Patent Date : 20-Ja-1981  
 Atty: THOMAS S BAKER JR.              Assignee: ABC RAIL PRODUCTS              COExp. Date : 20-Ja-1998

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## FOUNDRY MOLDS

Docket #: ABX77011 ✓ Serial #: 836376 Filing Date : 26-Se-1977  
 Country : United States Patent #: 4346751 Patent Date : 31-Ag-1982  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 31-Ag-1999

## FOUNDRY MOLDS

Docket #: ABX77011CA Serial #: 308371 Filing Date : 28-Jl-1978  
 Country : CANADA Patent #: 1106132 Patent Date : 04-Ag-1981  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 04-Ag-1998

## TONGUE SWITCH FOR RAIL INSTALLATIONS

Docket #: ABX77013 ✓ Serial #: 870357 Filing Date : 18-Ja-1978  
 Country : United States Patent #: 4114844 Patent Date : 19-Se-1978  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 19-Se-1995

## TONGUE SWITCH FOR RAIL INSTALLATIONS

Docket #: ABX77013CA Serial #: 314120 Filing Date : 24-Oc-1978  
 Country : CANADA Patent #: 1120572 Patent Date : 23-Mr-1982  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 23-Mr-1999

## RAILROAD SWITCH MACHINE ABANDONED

Docket #: ABX77033 ✓ Serial #: 260110 Filing Date : 04-My-1981  
 Country : United States Patent #: 4428552 Patent Date : 31-Ja-1984  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 31-Ja-2001

## RAILROAD SWITCH MACHINE ABANDONED

Docket #: ABX77033AU Serial #: 80741/82 Filing Date : 23-re-1982  
 Country : AUSTRALIA Patent #: 528711 Patent Date : 08-Se-1983  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 23-Fe-1998

## RAILROAD SWITCH MACHINE ABANDONED

Docket #: ABX77033CA Serial #: 306465 Filing Date : 17-Fe-1982  
 Country : CANADA Patent #: 1176743 Patent Date : 23-Oc-1984  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 23-Oc-2001

## RAILWAY DOUBLE TONGUE SWITCH

Docket #: ABX77035 ✓ Serial #: 019012 Filing Date : 05-Mr-1979  
 Country : United States Patent #: 4251042 Patent Date : 17-Fe-1981  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-Fe-1998

## RAILWAY DOUBLE TONGUE SWITCH

Docket #: ABX77035CA Serial #: 341127 Filing Date : 04-De-1979  
 Country : CANADA Patent #: 1150210 Patent Date : 19-Jl-1983  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 19-Jl-2000

## RAILROAD FROG

Docket #: ABX78020 ✓ Serial #: 077608 Filing Date : 21-Se-1979  
 Country : United States Patent #: 4362282 Patent Date : 07-De-1982  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 07-De-1999

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## RAILROAD FROG

Docket #: ABX78020CA      Serial #: 355472      Filing Date : 04-J1-1980  
 Country : CANADA      Patent #: 1157444      Patent Date : 22-No-1983  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 22-No-2000

## RAILROAD FROG

Docket #: ABX78020CAD1      Serial #: 423779      Filing Date : 16-Mr-1983  
 Country : CANADA      Patent #: 1161809      Patent Date : 07-Fe-1984  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 07-Fe-2001

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003      Serial #: 218316      Filing Date : 19-De-1980  
 Country : United States      Patent #: NONE      Patent Date : NONE  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : NONE

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003AU      Serial #: 539125      Filing Date : 15-De-1981  
 Country : AUSTRALIA      Patent #: 539125      Patent Date : 17-Ja-1985  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 15-De-1997

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003BR      Serial #: P18108265      Filing Date : 18-De-1981  
 Country : BRAZIL      Patent #: 8108265      Patent Date : 25-Ag-1987  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 18-De-1996

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003CA      Serial #: 390003      Filing Date : 13-No-1981  
 Country : CANADA      Patent #: 1162005      Patent Date : 14-Fe-1984  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 14-Fe-2001

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003IN      Serial #: 1304/CAL/81      Filing Date : 23-No-1981  
 Country : INDIA      Patent #: 155790      Patent Date : NONE  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : NONE

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003MX      Serial #: 190241      Filing Date : 23-No-1981  
 Country : MEXICO      Patent #: 160698      Patent Date : 18-Ap-1990  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 18-Ap-2004

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003ZA      Serial #: 81/7944      Filing Date : 17-No-1981  
 Country : SOUTH AFRICA      Patent #: 81/7944      Patent Date : 27-Oc-1982  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 17-No-2001

## POWDERED METAL FRICTION ABANDONED

ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003EP      Serial #: 81630076.8      Filing Date : 17-No-1981  
 Country : EUROPEAN PATENT      Patent #: 0055205      Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR.      Assignee: ABC RAIL PRODUCTS      COExp. Date : 17-No-2001

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POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003AT Serial #: Filing Date : NONE  
 Country : AUSTRIA Patent #: E0021442 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003BE Serial #: Filing Date : NONE  
 Country : BELGIUM Patent #: 0055205 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003FR Serial #: Filing Date : NONE  
 Country : FRANCE Patent #: 0055205 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003DE Serial #: Filing Date : NONE  
 Country : WEST GERMANY Patent #: 3175126-1 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003GB Serial #: Filing Date : NONE  
 Country : UNITED KINGDOM Patent #: 0055205 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003IT Serial #: Filing Date : NONE  
 Country : ITALY Patent #: 0055205 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003NL Serial #: Filing Date : NONE  
 Country : NETHERLANDS Patent #: 0055205 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003SE Serial #: Filing Date : NONE  
 Country : SWEDEN Patent #: 81630076-8 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

POWDERED METAL FRICTION ABANDONED ALL FOREIGN PATENTS ASSIGNED TO ABC RAIL  
 Docket #: ABX80003CH Serial #: Filing Date : NONE  
 Country : SWITZERLAND Patent #: 0055205-7 Patent Date : 31-Ag-1986  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 17-No-2001

IMPROVEMENTS IN CASTINGS ✓ ALL ASSIGNED TO ABCR 17NO89  
 Docket #: ABX80006 Serial #: 187341 Filing Date : 15-Se-1980  
 Country : United States Patent #: 4342593 Patent Date : 03-Ag-1982  
 Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 03-Ag-1999

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## IMPROVEMENTS IN CASTINGS

ALL ASSIGNED TO ABCR 17N089

Docket #: ABX80006CA

Serial #: 383417

Filing Date : 07-Ag-1981

Country : CANADA

Patent #: 1182722

Patent Date : 19-Fe-1985

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 19-Fe-2002

## RAILROAD CAR WHEEL GAUGE

DROP D. KLEESCHULTE 01MR91

Docket #: ABX80028

Serial #: 270943

Filing Date : 05-Jn-1981

Country : United States

Patent #: 4386469

Patent Date : 07-Jn-1983

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 07-Jn-2000

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1

Serial #: 511353

Filing Date : 06-Jl-1983

Country : United States

Patent #: 4501347

Patent Date : 26-Fe-1985

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 26-Fe-2002

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1CA

Serial #: 436713

Filing Date : 14-Se-1983

Country : CANADA

Patent #: 1199285

Patent Date : 14-Ja-1986

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 14-Ja-2003

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1EP

Serial #: 83630147.3

Filing Date : 09-Se-1983

Country : EUROPEAN PATENT

Patent #: 106782

Patent Date : 20-My-1987

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 09-Se-2003

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1BE

Serial #:

Filing Date : NONE

Country : BELGIUM

Patent #: 106782

Patent Date : 20-My-1987

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 09-Se-2003

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1FR

Serial #:

Filing Date : NONE

Country : FRANCE

Patent #: 106782

Patent Date : 20-My-1987

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 09-Se-2003

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1DE

Serial #:

Filing Date : NONE

Country : WEST GERMANY

Patent #: 106782

Patent Date : 20-My-1987

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 09-Se-2003

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1GB

Serial #:

Filing Date : NONE

Country : UNITED KINGDOM

Patent #: 106782

Patent Date : 20-My-1987

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 09-Se-2003

## SEGMENTED DISC BRAKE PAD

Docket #: ABX81021C1IT

Serial #:

Filing Date : NONE

Country : ITALY

Patent #: 106782

Patent Date : 20-My-1987

Atty: THOMAS S BAKER JR.

Assignee: ABC RAIL PRODUCTS

COExp. Date : 09-Se-2003

## RAILROAD FROG HAVING MOVABLE WING RAILS

Docket #: ABX83003 ✓ Serial #: 545488 Filing Date : 31-Oct-1983  
Country : United States Patent #: 4637578 Patent Date : 20-Jan-1987  
Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 20-Jan-2004

## RAILROAD FROG HAVING MOVABLE WING RAILS

Docket #: ABX83003CA Serial #: 464208 Filing Date : 27-Sep-1984  
Country : CANADA Patent #: 1232884 Patent Date : 16-Feb-1988  
Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 16-Feb-2005

## SPRING RAIL FROG

Docket #: ABX83019 ✓ Serial #: 652546 Filing Date : 20-Sep-1984  
Country : United States Patent #: 4624428 Patent Date : 25-Nov-1986  
Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 25-Nov-2003

## SPRING RAIL FROG

Docket #: ABX83019 Serial #: 491098 Filing Date : 19-Sep-1985  
Country : CANADA Patent #: 1250265 Patent Date : 21-Feb-1989  
Atty: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS COExp. Date : 21-Feb-2006

(2)

See Attached



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 Trademark: ABC Country: UNITED STATES ✓  
 Case number: ABC043US03 Application #: 74/578477 App. date: 26-Se-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 012 - METAL AND COMPOSITION RAILROAD BRAKE SHOES

Trademark: ABC RAIL Country: UNITED STATES ✓  
 Case number: ABC005US01 Application #: 723937 App. date: 22-Apr-1988  
 Status: C - REGISTRATION Registration #: 1509921 Reg. date: 25-Oct-1988  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 RAILROAD TRACKWORK INCLUDING SWITCH STANDS, CROSSINGS, FROGS, SWITCH RODS,  
 SWITCH POINTS AND RAIL BRACES

Trademark: ABC RAIL Country: UNITED STATES ✓  
 Case number: ABC005US02 Application #: 719802 App. date: 31-Mar-1988  
 Status: C - REGISTRATION Registration #: 1510876 Reg. date: 01-Nov-1988  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD CAR WHEELS AND LOCOMOTIVE WHEELS

Trademark: ABC RAIL Country: UNITED STATES ✓  
 Case number: ABC005US03 Application #: 719769 App. date: 31-Mar-1988  
 Status: C - REGISTRATION Registration #: 1510875 Reg. date: 01-Nov-1988  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 METAL AND COMPOSITION RAILROAD BRAKE SHOES

Trademark: ABC RAIL Country: CANADA  
 Case number: ABC005CA01 Application #: 621341 App. date: 14-Dec-1988  
 Status: C - REGISTRATION Registration #: 368176 Reg. date: 27-Apr-1990  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD TRACKWORK, RAILROAD CAR AND LOCOMOTIVE WHEELS, METAL AND COMPOSITION  
 RAILROAD BRAKESHOES

Trademark: ABC STYLIZED Country: UNITED STATES ✓  
 Case number: ABC043US02 Application #: 74/577926 App. date: 26-Se-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 012- RAILROAD CAR WHEELS AND LOCOMOTIVE WHEELS

Trademark: ABC STYLIZED Country: UNITED STATES ✓  
 Case number: ABC043US01 Application #: 74/577928 App. date: 26-Se-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 006- RAILROAD TRACKWORK PARTS COMPRISING SWITCH STANDS, CROSSINGS, FROGS,  
 SWITCH RODS, AND SWITCH POINTS AND RAIL BRACES

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 Trademark: COMET Country: UNITED STATES ✓  
 Case number: ABX021US01 Application #: 2941 App. date: 20-Fe-1956  
 Status: C - REGISTRATION Registration #: 633896 Reg. date: 04-Se-1956  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US19  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: DIAMOND Country: CANADA  
 Case number: ABX030CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35751 Reg. date: 09-Jn-1924  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND DESIGN Country: CANADA  
 Case number: ABX030CA02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35754 Reg. date: 09-Jn-1974  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND DESIGN Country: CHILE  
 Case number: ABX030CLO1 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 211311 Reg. date: 08-Ag-1967  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 07  
 Description of goods-  
 SHIONS AND PADS FOR BRAKE SHOES AND SIMILAR PARTS OF VEHICLES AND MACHINERY

Trademark: DIAMOND S Country: UNITED STATES ✓  
 Case number: ABX135US01 Application #: 39743 App. date: 06-Ja-1909  
 Status: C - REGISTRATION Registration #: 74793 Reg. date: 10-Ag-1909  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: DIAMOND S Country: UNITED STATES ✓  
 Case number: ABX135US02 Application #: 461941 App. date: 09-Jl-1943  
 Status: C - REGISTRATION Registration #: 405142 Reg. date: 11-Ja-1944  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US19  
 Description of goods-  
 BRAKING UNITS FOR RAILWAY AND LIKE EQUIPMENT

Trademark: DIAMOND S Country: BRAZIL  
 Case number: ABX135BR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 2061791 Reg. date: 16-Ap-1947  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 16  
 Description of goods-  
 RAILROAD BRAKE SHOES (CASTINGS)

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 Trademark: DIAMOND S Country: CANADA  
 Case number: ABX135CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35750 Reg. date: 09-Jn-1924  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND S Country: CANADA  
 Case number: ABX135CA02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 159/35753 Reg. date: 09-Jn-1924  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES (METAL)

Trademark: DIAMOND S Country: COSTA RICA  
 Case number: ABX135CR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 10787/8788 Reg. date: 30-Mr-1948  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: DIAMOND S Country: MEXICO  
 Case number: ABX135MX01 Application #: App. date: 27-Jn-1945  
 Status: C - REGISTRATION Registration #: 56393 Reg. date: 27-Jn-1945  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: MX14  
 Description of goods-  
 METALLIC BRAKE SHOES

Trademark: DIAMOND S Country: MEXICO  
 Case number: ABX135MX02 Application #: 11144 App. date: 30-Jn-1986  
 Status: C - REGISTRATION Registration #: 335167 Reg. date: 03-No-1987  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 14  
 Description of goods-  
 METALLIC BRAKE SHOES

Trademark: FOOTPRINT Country: UNITED STATES ✓  
 Case number: ABC037US01 Application #: 74/523289 App. date: 02-My-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 METAL RAILWAY TRACKWORK, NAMELY, FROGS, IN INT'L CLASS 6

Trademark: FOOTPRINT DESIGN Country: UNITED STATES ✓  
 Case number: ABC038US01 Application #: 74/522873 App. date: 02-My-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 6  
 Description of goods-  
 METAL RAILWAY TRACKWORK, NAMELY, FROGS IN INTERNATIONAL CLASS 6

(2)

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 Trademark: HYDRA-CELL Country: UNITED STATES ✓  
 Case number: ABX044US01 Application #: 11757 App. date: 24-Ja-1974  
 Status: C - REGISTRATION Registration #: 1006266 Reg. date: 11-Mr-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 09  
 Description of goods-  
 HYDRAULIC LOAD MEASURING CYLINDERS FOR MEASURING RAILWAY VEHICLE BRAKE SYSTEM  
 FORCE

Trademark: LIMIT OF WEAR Country: ARGENTINA  
 Case number: ABX102AR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 1369669 Reg. date: 27-De-1989  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 ALL GOODS IN CLASS 12, ESPECIALLY RAILROAD BRAKE SHOES

Trademark: LIMIT OF WEAR (DESIGN) Country: CHILE  
 Case number: ABX121CLO1 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 211312 Reg. date: 13-My-1967  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 07  
 Description of goods-  
 CUSHIONS AND PADS FOR BRAKE SHOES AND SIMILAR PARTS OF VEHICLES AND MACHINERY

Trademark: LIMIT OF WEAR (DESIGN) Country: COSTA RICA  
 Case number: ABX121CRO1 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 10788/8824 Reg. date: 30-Mr-1948  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES

Trademark: LOCKEY Country: UNITED STATES ✓  
 Case number: ABX051US01 Application #: 104221 App. date: 12-Se-1960  
 Status: C - REGISTRATION Registration #: 719136 Reg. date: 01-Ag-1961  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 RETAINERS FOR SECURING RAILROAD BRAKE SHOES TO BRAKE HEADS

Trademark: RACOR Country: UNITED STATES ✓  
 Case number: ABX062US01 Application #: 172395 App. date: 22-No-1922  
 Status: C - REGISTRATION Registration #: 169851 Reg. date: 03-Jl-1923  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 TRACK FROGS, CROSSINGS, GUARD RAILS, TIE PLATES

Trademark: RACOR Country: UNITED STATES ✓  
 Case number: ABX062US02 Application #: 178357 App. date: 30-Mr-1923  
 Status: C - REGISTRATION Registration #: 173737 Reg. date: 02-Oc-1923  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 TRACK SWITCHES, SWITCH STANDS, SWITCH PLATES, AND PARTS THEREOF

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 Trademark: RACOR Country: UNITED STATES ✓  
 Case number: ABX062US03 Application #: 490948 App. date: 17-Oct-1945  
 Status: C - REGISTRATION Registration #: 422784 Reg. date: 13-Ag-1946  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 SWITCH RODS

Trademark: RACOR Country: ARGENTINA  
 Case number: ABX062AR01 Application #: 1398317 App. date: 07-Sep-1983  
 Status: C - REGISTRATION Registration #: 1099460 Reg. date: 09-No-1984  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOE AND ELEMENTS

Trademark: RACOR Country: ARGENTINA  
 Case number: ABX062AR02 Application #: 1398316 App. date: 07-Sep-1983  
 Status: C - REGISTRATION Registration #: 1099459 Reg. date: 09-No-1984  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 07  
 Description of goods-  
 RAILWAY SWITCH MACHINES

Trademark: RACOR Country: ARGENTINA  
 Case number: ABX062AR03 Application #: 1398315 App. date: 07-Sep-1983  
 Status: C - REGISTRATION Registration #: 1099458 Reg. date: 09-No-1984  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILS AND OTHER METALLIC MATERIALS FOR RAILWAY TRACKS

Trademark: RACOR Country: AUSTRALIA  
 Case number: ABX062AU01 Application #: App. date: 28-May-1976  
 Status: C - REGISTRATION Registration #: A297315 Reg. date: 28-May-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: AU6  
 Description of goods-  
 TRACK EQUIPMENT; RAIL LUBRICATORS; CAR RETARDER APPARATUS

Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 2066149 Reg. date: 31-Dec-1967  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 11  
 Description of goods-  
 RAILS AND METAL MATERIALS FOR RAILWAYS

Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR03 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 7503245 Reg. date: 15-May-1950  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 HARDWARE IN GENERAL IN BRAZILIAN CLASS 08.20



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 Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR04 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 2653443 Reg. date: 31-De-1951  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 HARDWARE IN GENERAL IN BRAZILIAN CLASS 8.20

Trademark: RACOR Country: CANADA  
 Case number: ABX062CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 152FOL34310 Reg. date: 04-Oc-1923  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD TRACK WORK, INCLUDING SWITCHES, FROGS, CLAMPS, LUBRICATORS, GUARD  
 RAILS, CASTINGS

Trademark: RACOR Country: DOMINICAN REPUBLIC  
 Case number: ABX062DO01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 6631 Reg. date: 21-Oc-1948  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: DO24  
 Description of goods-  
 RAILROAD TRACKWORK, INCLUDING SWITCHES, FROGS, CLAMPS, LUBRICATORS, GUARD  
 RAILS, CASTINGS, ETC. BOX A97 & A85

Trademark: RACOR Country: BRAZIL  
 Case number: ABX062BR06 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 7515294 Reg. date: 31-De-1981  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 PLATES FOR KEYS OR DETOURS, DETOUR RAILS, SAFETY RAILS AND PLATES FOR SAFETY  
 RAILS

Trademark: RACOR (in diamond) Country: UNITED STATES ✓  
 Case number: ABX063US01 Application #: 490049 App. date: 17-Oc-1945  
 Status: C - REGISTRATION Registration #: 423512 Reg. date: 03-Se-1946  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 RAIL LUBRICATORS

Trademark: RACOR (in diamond) Country: UNITED STATES ✓  
 Case number: ABX063US02 Application #: 66005 App. date: 19-Ja-1959  
 Status: C - REGISTRATION Registration #: 682840 Reg. date: 04-Ag-1959  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 RAILWAY RAIL RETAINING STUD AND SPIKE DRIVING APPARATUS AND RAIL SPIKE SETTING  
 APPARATUS

Trademark: RACOR (in diamond) Country: UNITED STATES ✓  
 Case number: ABX063US03 Application #: 93972 App. date: 30-Mr-1960  
 Status: C - REGISTRATION Registration #: 706620 Reg. date: 01-No-1960  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 CAR RETARDERS

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 Trademark: S Country: UNITED STATES ✓  
 Case number: ABX067US01 Application #: 112416 App. date: 24-Ja-1961  
 Status: C - REGISTRATION Registration #: 721875 Reg. date: 26-Se-1961  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US23  
 Description of goods-  
 WHEEL TRUING MACHINES AND PARTS

Trademark: S (in circle) Country: UNITED STATES ✓  
 Case number: ABX068US01 Application #: 131099 App. date: 01-No-1961  
 Status: C - REGISTRATION Registration #: 740527 Reg. date: 13-No-1962  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US19  
 Description of goods-  
 BRAKE SHOES FOR RAILROAD CARS, LOCOMOTIVES, AND THE LIKE

Trademark: SAMSON Country: AUSTRIA  
 Case number: ABX072ATC1 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 81003 Reg. date: 09-Oc-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: UNITED STATES ✓  
 Case number: ABX072US01 Application #: 316742 App. date: 08-Jl-1931  
 Status: C - REGISTRATION Registration #: 288568 Reg. date: 03-No-1931  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 OIL SWITCHES

Trademark: SAMSON Country: UNITED STATES ✓  
 Case number: ABX072US02 Application #: 409862 App. date: 10-De-1971  
 Status: C - REGISTRATION Registration #: 974281 Reg. date: 04-De-1973  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: AUSTRALIA  
 Case number: ABX072AU01 Application #: App. date: 23-Jn-1975  
 Status: C - REGISTRATION Registration #: B288235 Reg. date: 23-Jn-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: BENELUX  
 Case number: ABX072BX01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 332700 Reg. date: 22-Oc-1985  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

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 Trademark: SAMSON Country: CANADA  
 Case number: ABX072CA02 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 217434 Reg. date: 03-De-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: SWITZERLAND  
 Case number: ABX072CH01 Application #: App. date: 20-My-1975  
 Status: C - REGISTRATION Registration #: 277453 Reg. date: 22-Ag-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: WEST GERMANY  
 Case number: ABX072DE01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 948509 Reg. date: 27-Ag-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: SPAIN  
 Case number: ABX072ES01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 791148 Reg. date: 31-Ja-1977  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: FRANCE  
 Case number: ABX072FR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 1307798 Reg. date: 21-My-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: ITALY  
 Case number: ABX072IT01 Application #: App. date: 23-My-1975  
 Status: C - REGISTRATION Registration #: 318729 Reg. date: 23-My-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SAMSON Country: JAPAN  
 Case number: ABX072JP01 Application #: 66642/88 App. date: 10-Jn-1988  
 Status: C - REGISTRATION Registration #: 2445278 Reg. date: 31-Ag-1992  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT



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 Trademark: SAMSON Country: NORWAY  
 Case number: ABX072N001 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 95782 Reg. date: 22-Ja-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILROAD BRAKE SHOES OF CAST IRON CONTENT

Trademark: SECURITY Country: UNITED STATES ✓  
 Case number: ABX073US01 Application #: 25020 App. date: 24-Jn-1974  
 Status: C - REGISTRATION Registration #: 1004189 Reg. date: 11-Fe-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 06  
 Description of goods-  
 RAILWAY TRACKWORK PRODUCTS--SWITCHES, GUARD RAILS AND ADJUSTABLE BRACES

Trademark: SOUTHERN Country: UNITED STATES ✓  
 Case number: ABX078US01 Application #: 383409 App. date: 18-Se-1936  
 Status: C - REGISTRATION Registration #: 343135 Reg. date: 09-Fe-1937  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US19  
 Description of goods-  
 CAR WHEELS

Trademark: SOUTHERN Country: SOUTH AFRICA  
 Case number: ABX018ZA01 Application #: App. date: 05-De-1975  
 Status: C - REGISTRATION Registration #: R61/2124 Reg. date: 05-De-1975  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 RAILWAY WHEELS OR CAR WHEELS FOR RAILROADS

Trademark: THE ROUND ONE Country: UNITED STATES ✓  
 Case number: ABC039US01 Application #: 74/548197 App. date: 11-J1-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 CAST STEEL RAILROAD CAR AND LOCOMOTIVE WHEELS

Trademark: TIGER Country: UNITED STATES ✓  
 Case number: ABX090US01 Application #: 155249 App. date: 13-Ja-1978  
 Status: C - REGISTRATION Registration #: 1108543 Reg. date: 12-De-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: BENELUX  
 Case number: ABX090BX01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 344606 Reg. date: 22-Se-1977  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

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 Trademark: TIGER Country: CANADA  
 Case number: ABX090CA01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 228441 Reg. date: 09-Jn-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class:  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: WEST GERMANY  
 Case number: ABX090DE01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 966316 Reg. date: 05-Ja-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: FRANCE  
 Case number: ABX090FR01 Application #: App. date: NONE  
 Status: C - REGISTRATION Registration #: 1003647 Reg. date: 10-De-1976  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: UNITED KINGDOM  
 Case number: ABX090GB01 Application #: App. date: 11-De-1976  
 Status: C - REGISTRATION Registration #: 1071882 Reg. date: 19-Jn-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER Country: MEXICO  
 Case number: ABX090MX01 Application #: 107448 App. date: 17-De-1976  
 Status: C - REGISTRATION Registration #: 211651 Reg. date: 01-Mr-1978  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TIGER II Country: UNITED STATES ✓  
 Case number: ABC033US01 Application #: 74/538978 App. date: 17-Jn-1994  
 Status: B - APPLICATION Registration #: Reg. date: NONE  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: 12  
 Description of goods-  
 COMPOSITION RAILROAD BRAKE SHOES

Trademark: TRACKMANG Country: UNITED STATES ✓  
 Case number: ABX091US01 Application #: 139982 App. date: 16-Mr-1962  
 Status: C - REGISTRATION Registration #: 747472 Reg. date: 02-Ap-1963  
 Attorney: THOMAS S BAKER JR. Assignee: ABC RAIL PRODUCTS CO Class: US14  
 Description of goods-  
 RAILROAD FROGS; CROSSINGS; AND SWITCH POINTS, TIPS, AND GUARDS

None

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None

See attached.

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# AMENDMENT TO INTELLECTUAL PROPERTY PLEDGE AGREEMENT

This Amendment to Intellectual Property Pledge Agreement ("Agreement"), dated as of March 2, 1998, made by ABC RAIL PRODUCTS CORPORATION, a Delaware corporation, having an office at 200 South Michigan Avenue, Chicago, Illinois 60604 ("Pledgor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in its capacity as agent (in such capacity and together with any successors in such capacity, "Agent") for the lending institutions (the "Banks") under the Loan Agreement (as hereinafter defined).

## RECITALS

A. The parties hereto have entered into that certain Intellectual Property Pledge Agreement between them dated as of March 31, 1995 (the "Original IP Pledge Agreement").

B. The Original IP Pledge Agreement was made by the Pledgor in connection with that certain Loan and Security Agreement dated as of March 31, 1995 by and among Pledgor, the Banks and Agent (the "Original Loan Agreement") in satisfaction of one of the preconditions to the Banks and Agent entering into the Original Loan Agreement and was recorded with the United States Patent and Trademark Office.

C. As contemplated by the Original IP Pledge Agreement, the Original Loan Agreement has been amended (and amended and restated) and is now evidenced by that certain Second Amended and Restated Loan and Security Agreement dated as of January 31, 1997 by and among Pledgor, the Banks, Agent and certain other parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

D. Pledgor is the owner of the Pledged Collateral (as hereinafter defined).

E. Pledgor and Agent desire hereby to amend the Original IP Pledge Agreement in order to further evidence the addition of the following property to the Pledged Collateral (as such term is defined in the Original Pledge Agreement):

COUNTRY	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER	FILING DATE
Canada	1273406	08/28/90	527672	01/20/87
United States	4749419	06/07/88	900996	08/28/86

F. This Amendment is given by Pledgor in favor of Agent for its benefit and the benefit of the Banks to secure the payment and performance of all of the Secured Obligations (as defined in the Original IP Pledge Agreement).

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Agent hereby agree as follows:

Section 1. Amendment. Schedule A of the Original IP Pledge Agreement is hereby amended and supplemented by adding Schedule A attached hereto.

Section 2. Further Assurances. The Pledgor will execute and deliver such instruments, agreements and other documents and take such other actions as the Agent may at any time request with respect to the Pledged Collateral.

Section 3. Counterparts. This Amendment may be executed in counterpart and each such counterpart take together shall constitute one and the same instrument. Delivery of this Agreement may be made by facsimile transmission.

Section 4. Governing Law. This Amendment shall be construed in accordance with the laws of the State of Illinois (without giving effect to conflicts of law provisions (if any) that may result in the application of the laws of any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ABC RAIL PRODUCTS CORPORATION,  
as Pledgor

BY: Robert W. Willmschen, Jr.  
Name: Robert W. Willmschen, Jr.  
Title: Executive Vice President  
and CFO

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as Agent

BY: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ABC RAIL PRODUCTS CORPORATION,  
as Pledgor

BY: \_\_\_\_\_

Name:

Title:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as Agent

BY: \_\_\_\_\_

*Donna H. Evans*  
Name: Donna H. Evans

Title: Vice President

*Kathleen Major* 3/6/98



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert W. Willmschen, Jr personally known to me to be the Exec. V.P. and CFO of ABC Rail Products Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such general partners, they signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6<sup>th</sup> day of March, 1998.

Commission expires 1/30/99

Theresa R. Rice  
Notary Public



CHI2:189743.1 03.05.98 10.31

**SCHEDULE A**

County: United States  
Patent Number: 4749419  
Filing Date: 08/28/86  
Application Number: 900996  
Issue Date: 06/07/88

County: Canada  
Patent Number: 1273406  
Filing Date: 01/20/87  
Application Number: 527672  
Issue Date: 08/28/90

CHI2:189517.1 03.05.98 10.42

RECORDED: 03/09/1999

TRADEMARK  
REEL: 1869 FRAME: 0330