

04-22-1999



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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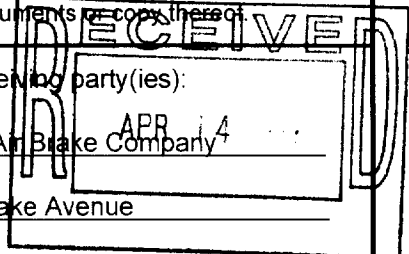
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Rockwell Collins, Inc., a Delaware Corporation

Individual                       Association  
 General Partnership         Limited Partnership  
 Corporation-State  
 Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: Westinghouse Air Brake Company  
 Address: 1001 Air Brake Avenue  
 City: Pittsburgh State: PA Zip: 15148



3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement         Change of Name  
 Other \_\_\_\_\_

Execution Date: October 28, 1998

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment.)

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

4/14/99

4. Application number(s) or patent number(s)  
 A. Trademark Application No(s).  
 Additional numbers attached?  Yes  No

B. Trademark Registration No(s).  
1,599,350; 1,598,331 and 1,559,349

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

Name: Raymond A. Miller  
REED SMITH SHAW & McCLAY LLP  
 Address: P.O. Box 488  
 City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6)): \$ 90.00

Enclosed  
 Authorized to be charged to deposit account  
 Charge any deficiency to deposit account

8. Deposit account number:  
18-0582

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

04/21/1999 DNGUYEN 00000169 1599350

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

DO NOT USE THIS SPACE

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

[Raymond A. Miller]                                            April 7, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is executed as of the 5th day of October, 1998 by Rockwell Collins, Inc., a Delaware corporation ("Seller"), pursuant to Section 5(b) of the Sale Agreement, dated as of August 7, 1998, as amended by Amendment No. 1 to Sale Agreement, dated as of October 5, 1998 (the "Sale Agreement"), by and between Seller and Westinghouse Air Brake Company, a Delaware corporation ("Buyer"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings assigned to such terms in the Sale Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all the right, title and interest in and to the trademarks listed on Exhibit A hereto, to the extent that such marks have acquired any trademark or service mark status, together with the goodwill of the Business connected with the use thereof and symbolized thereby and the right to sue for past, present or future infringement of the assigned trademarks, for Buyer's own use and enjoyment and for the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made.

It is agreed that the Seller shall be legally bound, upon request of the Buyer, to supply all information and evidence relating to the use or registration of the trademarks listed in Exhibit A, to testify in any legal proceeding relating thereto, to execute all instruments proper to register the trademarks in the United States and foreign countries in the name of the Buyer, and to execute all instruments properly to carry out the intent of this instrument.

Seller makes no representation or warranty hereunder with respect to the trademarks being assigned hereunder other than those set forth in the Sale Agreement. To the extent any provision of this Assignment of Trademarks is inconsistent with the Sale Agreement, the provisions of the Sale Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks to be executed by its duly authorized officer as of the date first above written.

ROCKWELL COLLINS, INC.

By: Thomas G. Manor  
Name: Thomas G. Manor  
Title: Assistant Secretary

Trademarks, Trade Names and Service Marks

1. Trademark application - TRANSLATOR, serial number 819.061, file number 90103/9005, filed August 14, 1989, trademark registration No. 1,599,350

2. Trademark application - LOCOTEMP, serial number 819.062, file number 90103/9007, filed August 14, 1989, trademark registration No. 1,598,331

3. Trademark application - CROSSING GUARD, serial number 819.060, file number 90103/9006, filed August 14, 1989, trademark registration No. 1,599,349

4 Trade names:

|                         |   |
|-------------------------|---|
| VIGILANT                | (HIGHWAY CROSSING MONITOR)                                      |
| GEMINI                  | (HEAD OF TRAIN MONITOR)   |
| RAILSTAR                | (MOBILE COMMUNICATION PACKAGE)                                  |
| SENTINEL                | (LOCOMOTIVE HEALTH MONITOR)                                     |
| ICM                     | (INTEGRATED CONDITION MONITOR,<br>LOCOMOTIVE HEALTH MONITORING) |
| ICE                     | (INTEGRATED CAB ELECTRONICS)                                    |
| RDR-160                 | (VHF RADIO)   |
| GTC-500                 | (DUAL BASE STATION CONTROLLER)                                  |
| EABS                    | (ELECTRONIC AIR BRAKE SYSTEM)                                   |
| FUEL MONITOR            | (FUEL GAUGE)  |
| FLANGE<br>LUBRICATOR II | (FLANGE LUBRICATION)  |
| CROSSING<br>GUARD       | (HORN SEQUENCER)  |
| LOCO TEMP               | (LOCOMOTIVE TEMPERATURE CONTROLLER)                             |
| POWER PRO               | (LOCOMOTIVE HEALTH MONITOR USERS<br>TERMINAL)                   |
| ARES PROTOCOL           | (PROPRIETARY SOFTWARE)  |