

11-15-2000



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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11.03.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID# <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text" value="09 29 2000"/>
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other <input type="text"/>	

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002168 FRAME: 0536

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="See Attached"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Alexander M. Kim


Signature

11/2/00
Date Signed

Name of Person Signing

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated September 29, 2000, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Citicorp USA, Inc. ("*CUSA*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Amsted Industries Incorporated, a Delaware corporation, has entered into a Credit Agreement dated as of August 13, 1999, as amended on August 25, 2000 by Amendment No. 1 to the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CUSA, as Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Guaranteed Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 29, 2000 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit D to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States trademark and service mark registrations and applications therefor set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Trademarks**");

(iii) the United States copyright registrations and applications set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

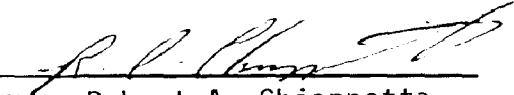
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMSTED INDUSTRIES INCORPORATED

By 
Name: Robert A. Chiappetta
Title: Vice President and Chief Financial Officer

Address for Notices:
205 North Michigan Avenue—44th Floor
Chicago, Illinois 60601

BALTIMORE AIRCOIL COMPANY

By Steve Duen
Title: *President*

Address for Notices:
7595 Montevideo Road
Jessup, MD 20794

VARLEN CORPORATION

By R. A. Jean
Title: President

Address for Notices:
205 North Michigan Avenue—44th Floor
Chicago, Illinois 60601

BRENCO, INCORPORATED

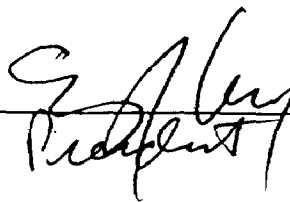
By J. Craig Pini
Title: President & COO

Address for Notices:
2580 Frontage Road
Petersburg Industrial Park
Petersburg, VA 23805

CONSOLIDATED METCO, INC.

By

Title:



President

Address for Notices:

13940 North Rivergate Blvd.

Portland, OR 97203

MEANS INDUSTRIES, INC.

By *R. M. Shaw*
Title: *President*

Address for Notices:
3715 E. Washington Road
Saginaw, MI 48601

BURGESS-NORTON MFG. CO.

By John Stowell
Title: President

Address for Notices:
737 Peyton Street
Geneva, IL 60638

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CHROME CRANKSHAFT CO. OF
ILLINOIS

By *James H. Allen*
Title: *President*

Address for Notices:
6010 S. New England
Chicago, IL 60638

KEYSTONE INDUSTRIES, INC.

By *R. S. Baker*
Title: *President*

Address for Notices:
3420 Simpson Ferry Road
Camp Hill, PA 17011

KEYSTONE RAILWAY EQUIPMENT
COMPANY

By *Richard S. Baker*
Title: *President*

Address for Notices:
3420 Simpson Ferry Road
Camp Hill, PA 17011

QUALITY BEARING SERVICE OF
ARKANSAS, INC.

By J. Craig Pini
Title: President

Address for Notices:
2580 Frontage Road
Petersburg Industrial Park
Petersburg, VA 23805

QUALITY BEARING SERVICE OF
KENTUCKY, INC.

By J. Craig Reir
Title: President

Address for Notices:
2580 Frontage Road
Petersburg Industrial Park
Petersburg, VA 23805

QUALITY BEARING SERVICE OF
NEVADA, INC.

By J. Craig Rivi
Title: President

Address for Notices:
2580 Frontage Road
Petersburg Industrial Park
Petersburg, VA 23805

QUALITY BEARING SERVICE OF
VIRGINIA, INC.

By J. Craig Ricci
Title: President

Address for Notices:
2580 Frontage Road
Petersburg Industrial Park
Petersburg, VA 23805

TRACK ACQUISITION INC.

By *P. A. Jean*
Title: Vice President

Address for Notices:
205 North Michigan Avenue, 44th Floor
Chicago, IL 60601

UNIT RAIL ANCHOR COMPANY, INC.

By Richard J. Carlson
Title: President

Address for Notices:
2604 Industrial Street
Atchison, KS 66002

AMSTED INDUSTRIES

MARK	(SN) OR (REG) No.
ACT (IN DESIGN FORMAT) SERVICE MARK	REG: 2,275,487
HTM	REG. 1,189,122
HTM & DESIGN	REG. 1,218,879
SUPER SERVICE RIDEMASTER	REG. 2,091,997
ASF-HD	REG. 2,185,417
ROADMASTER	REG. 1,411,233
SLACK-FREE (Suppl. Reg.)	REG. 1,445, 737
SLOPEGARD	REG. 1,501,251
SUPER SERVICE RIDE CONTROL	REG. 1,600,679
AR-1	REG. 1,615,604
SLACK-FREE	REG. 1,713,441
TOUCHLOC	REG. 1,722,943
CASTLOC	REG. 1,831,256
OCTAGON DESIGN	REG. 137,535
SIMPLEX LITE	REG. 2,089,967
ASF-2001	REG. 2,100,137
ASF-FOT	REG. 2,228,211
SSRIM	REG. 2,228,212
SSRM	REG. 2,228,214
SSRC	REG. 2,228,215
AMERICAN STEEL FOUNDRIES	REG. 2,313,401
SIMPLEX	REG. 296,593

ALLIANCE	REG. 500,163
ASF	REG. 513,124
OCTAGON DESIGN	REG. 514,468
RIDE CONTROL	REG. 514,470
SIMPLEX	REG. 619,829
RIDEMASTER	REG. 767,458
AMSTED	REG. 771,422
SLACK-FREE	REG. 853,094
ASF	REG. 953,037
LOW PROFILE	REG. 974,542
TAPERLOC	REG. 983,732
400-C	REG. 1,997,068
SUPER SERVICE	REG. 2,266,776
ROTO-ACTION	REG. 2,238,593
NEW GENERATION	
DL	REG. 1,016,256
XDL	REG. 1,115,600
RSC	REG. 1,418,181
RING LEADER	REG. 1,439,823
DESIGN OF DIAMOND ON HORIZONTAL FIELD	REG. 1,452,936
SAPPHIRE	REG. 1,563,035
DIAMOND WORD	REG. 211,419
DIAMOND DESIGN	REG. 238,186
DIAMOND & FIGURE DESIGN	REG. 442,375

DIAMOND WORD	REG. 625,279
DIAMOND DESIGN	REG. 628,218
MICROPITCH	REG. 703,898
TUF-FLEX	REG. 713,467
DURALUBE	REG. 752,031
AMSTED	REG. 771,452
RHOMBUS & BAR DESIGN	REG. 780,240
H ₂ SEWER SAFE	REG. 2,064,429
GRIFFIN	REG. 2,283,075
GRIFFIN-20	REG. 2,283,076
AMSTED	REG. 771,024
GRIFFIN	USE AS COMMON LAW
SNAP-LOK	USE AS COMMON LAW
CONCENTRIC CIRCLE DESIGN	REG. 1,631,518
GRIFFIN	REG. 611,706
GRIFFIN ANIMAL DESIGN (only)	REG. 705,877
GRIFFIN	REG. 750,768
AMSTED	REG. 771,073
ASF RIDE CONTROL	SN: 75,645687
ROLLER CHAIN LINK PLATE W/BEVELED EDGE DESIGN	SN: 75/479,286
DIAMOND ACE	SN: 75/550,118
AG-PRO	SN: 75/567646
HARVEST-PRO	SN: 75/568245
CHAIN OF COMMAND	SN: 76/019,534

NOTHING OUTLASTS A DIAMOND	SN: 76/042,576
AMSTED	REG. 771,304

SHEARMAN & STERLING

FAX: 212-848-7179
TELEX: 667290 WUI
www.shearman.com

599 LEXINGTON AVENUE
NEW YORK, N.Y. 10022-6069
212 848-4000

ABU DHABI
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MENLO PARK
NEW YORK
PARIS
SAN FRANCISCO
SINGAPORE
TOKYO
TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:
212-848-4406

November 2, 2000

Director of Trademarks
Box Assignments
Washington, D.C. 20231

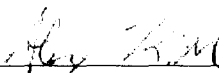
Re: Recordation of Security Agreement from Amsted
Industries Incorporated in favor of Citicorp USA, Inc.
Our Ref: 48/310

Sir:

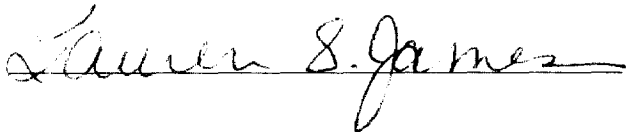
Enclosed for recording is a Security Agreement from Amsted Industries Incorporated in favor of Citicorp USA, Inc. Also enclosed is our check for \$1865.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any additional fees are required, please charge (or credit any overpayment) to Deposit Account No. 50-0324.

Please return the recorded Security Agreement to the undersigned.

Respectfully submitted,

By: 
Alexander M. Kim, Esq
SHEARMAN & STERLING
599 Lexington Avenue
New York, NY 10022
(212) 848-4000

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Director of Patents and Trademarks, Washington, D.C. 20231, on November 2, 2000



Enclosure

NYDOCS04/294741.1

RECORDED: 11/03/2000

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