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(Rev. 6-93)
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

NACO INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - Delaware
☐ Other

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

2. Name and address of receiving party(ies):

ING FURMAN SELZ INVESTORS III LP
C/O FS PRIVATE INVESTMENTS
520 MADISON AVENUE, 8TH FLOOR
NEW YORK, NEW YORK 10022

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☒ Delaware Limited Partnership
☐ Corporation
☐ Other

05-09-2001
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #01

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

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 2, 2001

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,114,293 2,174,523 2,273,316

Additional numbers attached? ☐ Yes ☒ No

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

Name: GLENN A. GUNDERSEN
DECHERT
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) $90.00

☐ Enclosed
☒ Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475

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

DO NOT USE THIS SPACE

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

Susan L. Foster
Name of Person Signing

Susan L. Foster
Signature

5/9/01
Date

Total number of pages including cover sheet, attachments, and document: [15]

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

NACO, INC.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as from time to time amended, supplemented or modified, this "Agreement") is dated as of May 2, 2001 by and between NACO, INC., a Delaware corporation (the "Company"), and ING FURMAN SELZ INVESTORS III LP, a Delaware limited partnership, as collateral agent (the "Collateral Agent") for the Secured Creditors (as defined below). Unless otherwise defined in Section 1, terms defined in the Credit Agreement (as defined below) are used herein as therein defined.

RECITALS:

A. Pursuant to the Credit Agreement, dated as of May 2, 2001, among ABC-NACO, Inc., the financial institutions from time to time party thereto (the "Lenders") and ING FURMAN SELZ INVESTORS III LP, a Delaware limited partnership, as agent for the Lenders (the "Agent") (as from time to time amended, supplemented or modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Company; and

B. As a condition to entering into the Secured Debt Agreements, (as defined below) and extending credit under such Secured Debt Agreements, the Secured Creditors have required that the Company grant to the Collateral Agent, for the ratable benefit of itself and the Secured Creditors, a security interest in the Collateral (as defined below) on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1. General Terms. The following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Agent" has the meaning ascribed to it in the Recitals.

"Agreement" has the meaning ascribed to it in the Preamble.

"Collateral" has the meaning ascribed to it in Section 2.

"Collateral Agent" has the meaning ascribed to it in the Preamble.

"Company" has the meaning ascribed to it in the Preamble.

"Credit Agreement" has the meaning ascribed to it in the Recitals.

"Event of Default" means any "Event of Default" under, and as defined in, the Credit Agreement.

"Lenders" has the meaning ascribed to it in the Recitals.

"Licenses" has the meaning ascribed to it in Section 2.

"Related Documents" means, collectively, all documents and things in the Company's possession related to the production and sale by the Company, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Company in connection with the Trademarks or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Creditors" means, collectively, the Agent, the Collateral Agent, each Lender and each other holder of a Secured Obligation.

"Secured Debt Agreements" means the Loan Documents.

"Secured Obligations" means all "Obligations", as defined in the Credit Agreement.

"Security Agreement" means the Security Agreement, dated as of May 2, 2001, between the Company, the Domestic Subsidiaries and the Collateral Agent, as the same may be restated, amended or modified from time to time.

"Trademarks" has the meaning ascribed to it in Section 2.

2. GRANT OF SECURITY INTEREST.

The Company hereby grants to the Collateral Agent, for the benefit of itself and the Secured Creditors, a second priority security interest in all of the Company's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the complete and timely payment, performance and satisfaction of the Secured Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations, and trademark and service mark applications, including, without limitation, the U.S. trademark and service mark registrations and applications listed on Exhibit A hereto, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for

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past and future infringements and dilutions thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

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

(c) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks;

(d) the Related Documents; and

(e) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Collateral Agent and the Secured Creditors that:

3.1. Principal Location. As of the date hereof, the Company's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit C hereto.

3.2. No Other Names. During the last five years, the Company has not conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.3. Registrations. The Company has duly and properly registered or applied for registration of the Trademarks listed in Exhibit A hereto as indicated thereon in the United States Patent and Trademark Office.

3.4. Complete Listing. The registrations and applications set forth on Exhibit A hereto constitute, as of the date hereof, all U.S. trademark and service mark registrations and pending applications of the Company. The Licenses set forth on Exhibit B hereto constitute, as of the date hereof, all Licenses of the Company.

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4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Preservation of Value. The Company agrees to protect and preserve the value and integrity of all material Trademarks and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement, in each case to the extent necessary for the operation of its business.

4.2. Term. The term of the grant of the second priority security interests granted herein shall extend until the expiration of each of the respective Trademarks and Licenses pledged hereunder, or until the Secured Obligations have been indefeasibly paid in full, no commitment by the Collateral Agent or any Secured Creditor exists that could give rise to any Secured Obligations and the Secured Debt Agreements and this Agreement have been terminated.

4.3. Duties of Company. The Company shall have the duty until all Secured Obligations have been indefeasibly paid in full, (a) to prosecute diligently each application to register any material Trademarks pending as of the date hereof or thereafter, (b) to make application on material Trademarks, as appropriate or as requested by the Collateral Agent and (c) to preserve and maintain all rights in all registrations and applications to register material Trademarks. Any expenses incurred in connection with such registrations and applications shall be borne solely by the Company. The Company shall not voluntarily cancel or abandon any registration or right to file an application to register material Trademarks without the prior written consent of the Collateral Agent.

4.4. Delivery of Certificates. The Company shall deliver to the Collateral Agent copies of all existing and future official certificates of registration for the Trademarks which it has or hereafter obtains and any serial or application numbers for such Trademarks with respect to which it has not received certificates of registration.

4.5. Notice of Proceedings. The Company shall promptly notify the Collateral Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or foreign jurisdiction or any court regarding the Company's right, title and interest in any material Trademark or the Company's right to register any material Trademark.

5. WAIVERS, AMENDMENTS AND REMEDIES.

5.1. Remedies. In the event that an Event of Default has occurred and is continuing, the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Company or any other person (all and each of which demands, advertisements and/or

notices are hereby expressly waived), may, and upon the direction of the Secured Creditors shall, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere upon such terms and conditions as the Collateral Agent may deem advisable and at such prices as the Collateral Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Collateral Agent or any Secured Creditor upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released.

5.2. Waivers and Amendments. No delay or omission of the Collateral Agent or any Secured Creditor to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent and consented to by the Secured Creditors, and then only to the extent specifically set forth in such writing.

6. PROCEEDS.

6.1. Special Collateral Account. After an Event of Default has occurred and is continuing, all cash proceeds of the Collateral received by the Collateral Agent shall be deposited in a special non-interest bearing deposit account under the direction and control of the Collateral Agent and held there as security for the Secured Obligations.

6.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Collateral Agent to payment of the Secured Obligations in accordance with Section 9 of the Security Agreement.

7. GENERAL PROVISIONS.

7.1. Notice of Disposition of Collateral. The Company hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if made to the Company, addressed as set forth in Section 9 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

7.2. Collateral Agent Performance of Company Obligations. Without having any obligation to do so, during the continuance of a Default or an Event of Default, the Collateral Agent may perform or pay any obligation which the Company has agreed to perform or pay in this Agreement and the Company shall reimburse the Collateral Agent for any amounts paid by

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the Collateral Agent pursuant to this Section 7.2. The Company's obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.3. Authorization for Collateral Agent to Take Certain Action. The Company irrevocably authorizes the Collateral Agent at any time and from time to time, in the sole discretion of the Collateral Agent, upon the occurrence and continuance of an Event of Default: (i) to execute on behalf of the Company as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's and Secured Creditors' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's and the Secured Creditors' security interest in the Collateral. At any time and from time to time after the Secured Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Company authorizes the Collateral Agent to apply the proceeds of any Collateral received by the Collateral Agent to the Secured Obligations as provided in Section 6 hereof.

7.4. Specific Performance of Certain Covenants. The Company acknowledges and agrees that a breach of any of the covenants contained in Sections 4.4 and 7.5 hereof will cause irreparable injury to the Collateral Agent and the Secured Creditors and that the Collateral Agent and the Secured Creditors have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Collateral Agent or the Secured Creditors to seek and obtain specific performance of other obligations of the Company contained in this Agreement, that the covenants of the Company contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Company.

7.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement and herein, the Company is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Company and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Collateral Agent or the Secured Creditors unless such authorization is in writing signed by the Collateral Agent with the consent of the Secured Creditors, as required by the Secured Debt Agreements.

7.6. Definition of Certain Terms. Terms defined in the New York Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the New York Uniform Commercial Code as in effect on the date hereof.

7.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Company, the Collateral Agent and the Secured Creditors and their respective successors and assigns, except that the Company shall not have the

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right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Collateral Agent and the Secured Creditors.

7.8. Survival of Representations. All representations and warranties of the Company contained in this Agreement shall survive the execution and delivery of this Agreement.

7.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Collateral Agent or any Secured Creditor, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Company in accordance with the terms of the Credit Agreement. The Company shall reimburse (a) the Collateral Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Collateral Agent and each Secured Creditor for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent or such Secured Creditor) paid or incurred by the Collateral Agent or such Secured Creditor in connection with the collection and enforcement of this Agreement.

7.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations or commitments therefor outstanding) until the payment in full of the Secured Obligations and the termination of the Secured Debt Agreements in accordance with its terms, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Company. Upon such termination, the Collateral Agent shall promptly return to the Company, at the Company's expense, such of the Collateral held by the Collateral Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Collateral Agent will promptly execute and deliver to the Company such other documents as the Company shall reasonably request to evidence such termination.

7.12. Entire Agreement. This Agreement and the Secured Debt Agreements embody the entire agreement and understanding between the Company and the Collateral Agent relating to the Collateral and supersede all prior agreements and understandings between the Company and the Collateral Agent relating to the Collateral.

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7.13. Indemnity. The Company hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Collateral Agent and each Secured Creditor, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Collateral Agent or any Secured Creditor, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or willful misconduct of the Collateral Agent or any such Secured Creditor).

7.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 7.11 hereof, the Collateral Agent and the Secured Creditors shall, at the Company's request and expense, execute such releases as the Company may reasonably request, in form and upon terms acceptable to the Collateral Agent and the Secured Creditors in all respects.

7.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Secured Debt Agreement, the Company waives, to the extent permitted by applicable law, (a) any right to require either the Collateral Agent or any Secured Creditor to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Collateral Agent or any Secured Creditor may have, and (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

7.16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Company and the Collateral Agent.

7.17. CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS); PROVIDED THAT THE PARTIES SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

7.18. Marshalling. Neither the Collateral Agent nor any Secured Creditor shall be under any obligation to marshal any assets in favor of the Company or any other party or against or in payment of any or all of the Secured Obligations.

8. THE AGENT.

ING Furman Selz Investors III LP has been appointed as Collateral Agent for the Secured Creditors hereunder and has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in Article IX of the Credit Agreement. Any successor Agent appointed pursuant to Article IX of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

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9. NOTICES.

9.1. Sending Notices. Any notice required or permitted to be given under this Agreement to the Company, the Agent, the Collateral Agent and each Lender, shall be given in accordance with the Credit Agreement.

9.2. Change in Address for Notices. The Company, the Collateral Agent or any Secured Creditor may change the address for service of notice upon it by a notice in writing to the other.

[signature page follows]

TRADEMARK
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IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed by their duly authorized representatives as of the date first set forth above.

NACO, INC.

By:_____

Title: President and CEO

ING FURMAN SELZ INVESTORS III LP,
as Collateral Agent

By:_____

Title:_____

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed by their duly authorized representatives as of the date first set forth above.

NACO, INC.

By:_____

Title:_____

ING FURMAN SELZ INVESTORS III LP,
as Collateral Agent

By: J Steelcart

Title: Managing Member of FS Private Investments, the Manager

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STATE OF ~~NEW YORK~~ Illinois)
) SS:
COUNTY OF [Cook])

The foregoing Trademark Agreement was executed and acknowledged before me this 2nd day of MAY, 2001 by Vaughn W. Makery, personally known to me to be the President and CEO of NACO, Inc., a Delaware corporation, on behalf of such corporation.

Charlene M. Schank
NOTARY PUBLIC

My Commission Expires: 2-9-2003

(SEAL)

"OFFICIAL SEAL"
CHARLENE M. SCHANK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/9/2003

EXHIBIT A

TRADEMARKS

Trademark	Number	Date
Advanced Vehicle Dynamics	2114293	11/18/97
NCM	2174523	7/21/98
High Endurance	2273316	8/31/99

EXHIBIT B

LICENSES

None.

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EXHIBIT C

Principal Place of Business:

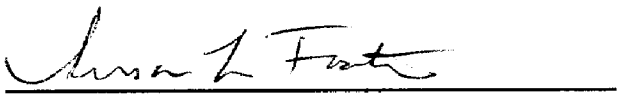
335 Eisenhower Lane South
Lombard, IL 60148

Certificate of Mailing by Express Mail

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail, Post Office to Addressee in an envelope addressed to: Assistant Commissioner for Trademarks, Box Assignments, 2900 Crystal Drive, Arlington, VA 22202-3513, on May 9, 2001.

Susan L. Foster
Person signing certificate

May 9, 2001
Date of signature



Signature

ET383023813US
Express Mail number

Dechert

Dechert

Direct Tel: 215.994.2529
susan.foster@dechert.com

May 9, 2001

Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2900 Crystal Drive
Arlington, VA 22202-3513

05-09-2001
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #01

BOSTON
BRUSSELS
HARRISBURG
HARTFORD
LONDON
NEW YORK
NEWPORT BEACH
PARIS
PHILADELPHIA
PRINCETON
WASHINGTON

Re: Recordation of Security Agreement

To the Assistant Commissioner:

Enclosed for recordation is a Trademark Recordation Form Cover Sheet and corresponding attachments evidencing the security agreement from NACO Inc. to ING Furman Selz Investors III LP.

Please record this security agreement against the registrations listed on the attached schedule to the Recordation Form Cover Sheet. Please charge the filing fee of $90.00 to Deposit Account No. 04-0475. Any underpayment can also be charged, or any refund credited, to Deposit Account No. 04-0475.

The notice of recordation should be forwarded to **Glenn A. Gundersen** at Dechert, 4000 Bell Atlantic Tower, 1717 Arch Street, Philadelphia, PA 19103-2793.

Thank you for your assistance in this matter.

Respectfully submitted,

Susan L. Foster

SLF:mss
Enclosures
Attorney Ref. No. 304308