

10-01-2001



Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101862154

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

1. Name of conveying party(ies):
ABC-NACO INC.

9-26-01

- 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
- Merger
- Security Agreement
- Change of Name
- Other **Release of Security Interest**

Execution Date: **May 2, 2001**

2. Name and address of receiving party(ies)

Name: **ING FURMAN SELZ INVESTORS III LP**

Internal

Address:

Street Address: **55 East 52nd Street**

City: **New York** State: **NY** Zip: **10055**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Collateral Agent**

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. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Exhibit A attached hereto

B. Trademark Registration No.(s)

1509921

Additional number(s) attached Yes No

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

Name: **Debra A. Kozlowski**

Internal Address: **Sidley Austin Brown & Wood**

Street Address: **Bank One Plaza**

10 S. Dearborn Street

City: **Chicago** State: **IL** Zip: **60603**

6. Total number of applications and registrations involved: **19**

7. Total fee (37 CFR 3.41).....\$ **490.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2165

(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.

Debra A. Kozlowski

Name of Person Signing

Debra A. Kozlowski
Signature

September 26, 2001

Date

5

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

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

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
ABC Rail	1509921	10/25/88
ABC Rail	1510876	11/01/88
ABC Rail	1510875	11/01/88
ABC Rail Stylized	1917830	9/12/95
ABC Rail Stylized	1921481	9/26/95
ABC Stylized	1921861	
ABC RAIL	1510876	
Footprint	2006656	10/8/96
Footprint Design	1988969	7/23/96
Hydra-Cell	1006266	3/11/75
Racor	169851	7/3/23
Racor	173737	10/2/23
Racor	422784	8/13/46
Racor (in a diamond)	423512	9/3/46
Racor (in a diamond)	682840	8/4/59
Racor (in a diamond)	706620	11/1/60
S and Design	721875	9/26/61
Security	1004189	2/11/75
Trackmang	747472	4/2/63

ABC-NACO INC.

**RELEASE OF
SECURITY INTERESTS IN TRADEMARKS**

WHEREAS, ABC-NACO Inc. ("Grantor") entered into that certain TRADEMARK SECURITY AGREEMENT (as from time to time amended, supplemented or modified) ("Security Agreement") dated as of MAY 2, 2001 by and between ABC-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 therein).;

WHEREAS, Grantor granted to Collateral Agent, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of Collateral Agent in and to all of Grantor's trademarks (the "Intellectual Property") described in the Security Agreement;

WHEREAS, Grantor granted the Security Interest to Collateral Agent in order to secure the complete and timely satisfaction of its obligations under the Security Agreement (the "Secured Obligations");

WHEREAS, Grantor has satisfied the Secured Obligations and Collateral Agent has agreed to release the Security Interest in the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Collateral Agent hereby releases the Security Interest in the Intellectual Property, hereby waives and relinquishes all its rights, powers, privileges and remedies related to the Intellectual Property with respect to Grantor and Grantor's successors and assigns under the Security Agreement, hereby sells, assigns, transfers and sets over to Grantor and Grantor's successors and assigns any right, title or interest in or to the Intellectual Property described in the Security Agreement, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto, and the goodwill associated therewith, and hereby releases Grantor and Grantor's successors and assigns from all covenants, obligations, liabilities and warranties related to the Intellectual Property under the Security Agreement.

ING FURMAN SELZ INVESTORS III LP,
as Collateral Agent

By: *[Signature]*

Title: Managing Member of FS Private

Date: Investments, the Manager

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