

Form PTO-1594

(Rev. 03/01)

OMB NO. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. 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):  
NACO, Inc.

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

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

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

Name: TCF Railco Information Systems Corp..  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 335 Eisenhower Lane South  
City: Lombard State: IL Zip: 60148

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

3. Nature of conveyance:

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

Execution Date: January 14, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
See attached Schedule 1

Additional number(s) attached?  Yes  No

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

Name: Allison Engel, Esq.  
Paul, Weiss, Rifkind, Wharton &  
Internal Address: Garrison

Street Address: 1285 Avenue of the Americas

City: New York State: NY Zip: 10019

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

8. Deposit account number:  
50-0706

(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.*

Allison Engel  
Name of Person Signing      Allison Engel Signature      1/29/02 Date

Total number of pages including cover sheet, attachments, and documents: 7

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

SCHEDULE 1

## U.S. Trademarks:

<b>Trademarks</b>	<b>Registration Number</b>	<b>Date</b>
High Endurance	2273316	8/31/99
ADVANCED VEHICLE DYNAMICS	2114293	11/18/97
NCM	2174523	7/21/98

## EXECUTION COPY

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of January 14<sup>th</sup>, 2002 made by NACO, Inc., a Delaware corporation ("Assignor"), in favor of TCF Railco Information Systems Corp., a Delaware corporation ("Assignee").

WHEREAS Assignor is the owner of the trademark registrations and applications listed on Schedule 1 attached hereto (the "Marks").

WHEREAS Assignee desires to acquire the Marks and any and all goodwill associated with the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of December 5, 2001, by and between ABC-NACO Inc., a Delaware corporation, and certain of its domestic subsidiaries named therein (including Assignor) and Assignee, Assignor agreed to assign all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee;

NOW, THEREFORE, subject to the Section 363/365 Order (as defined in the Asset Purchase Agreement) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to the following, to be held and enjoyed by Assignee for tis own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Trademark Assignment not been made:

1. each of the Marks;
2. the goodwill of the business symbolized by and associated with the Marks;
3. that portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority;
4. all rights to proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now or hereafter due or payable with respect thereto; and
5. all rights of action arising from the Marks, all claims by Assignor against third parties for past, present and future infringement of the Marks, and the right to sue and collect damages for such infringement.

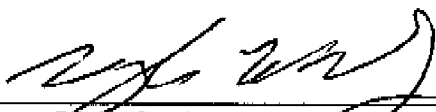
Assignor further agrees, at the expense of Assignee, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment. Additionally, Assignor agrees to use its best efforts to promptly deliver to Assignee originals or copies of all files relating to the Marks and to provide to Assignee a list of the name, address and phone number or other contact information for all trademark agents and attorneys used by Assignor to assist with the registration or maintenance of Assignor's rights in and to the Marks outside of the United States, if any, and only to the extent that such information is readily available and in the Assignor's possession.

Assignor expressly disclaims all representations and warranties, either express or implied, with respect to the Marks. The Marks are being assigned to Assignee on an "as is where is" basis.

[Remainder of page intentionally left blank]

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

NACO, INC.

By:   
Name: Vaughn W. Makary  
Title: Chief Executive Officer and  
President

[NACO Trademark Assignment]

STATE OF ILLINOIS )  
: ss.:  
COUNTY OF COOK )

On this 14<sup>th</sup> day of January, 2002 before me personally came Vaughn Makany, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the CEO and Pres. of Assignor; he signed the instrument in the name of Assignor; and he had the authority to sign the instrument on behalf of Assignor.

Marisa A. Notardonato  
Notary Public



SCHEDULE 1

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