


02-01-2002

101967417

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

1. Name of conveying party(ies):
Bank of America, N.A. (as successor to Bank of America National Trust and Savings Association)
1.17.02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other National Banking Association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: NACO, Inc.
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 Release of Security Interest in Trademarks
Execution Date: December 27, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/285,422
Additional number(s) attached? Yes No

B. Trademark Registration No.(s)
2,114,293 2,174,523

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

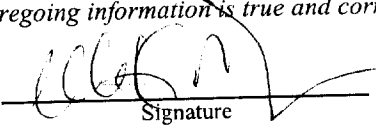
Street Address: 1285 Avenue of the Americas

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:

(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.
Minter Krotzer  1/16/02
Name of Person Signing Signature Date

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

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

02/01/2002 6T0W11 00000011 75285422
01 FC:481 40.00 OP
02 FC:482 50.00 OP

Doc#: NY6: 128314.1

TRADEMARK
REEL: 002434 FRAME: 0688

NACO, INC.

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interest in Trademarks (the "Release"), dated as of December 27, 2001, is made by Bank of America, N.A. (as successor to Bank of America National Trust and Savings Association) ("Bank") in favor of NACO, Inc., a Delaware corporation ("Grantor").

WHEREAS, Grantor entered into that certain TRADEMARK SECURITY AGREEMENT (as from time to time amended, supplemented or modified) ("Security Agreement") dated February 19, 1999 by and between Grantor and Bank, as collateral agent (the "Collateral Agent") for the Secured Creditors (as defined therein) and recorded in the United States Patent and Trademark Office as of July 19, 1999 at Reel 1932, Frame 0031;

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, including the trademark registrations and applications set forth on Exhibit A attached hereto;

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

WHEREAS, 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 of 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, and the goodwill associated therewith, and hereby releases Grantor and Grantor's successors and assigns from all covenants, obligations, liability and warranties related to the Intellectual Property under the Security Agreement. Bank further represents and warrants that it has the full right and legal authority to sign for Bank of America National Trust and Savings Association as its successor.

BANK OF AMERICA, N.A. (as
successor to Bank of America
National Trust and Savings
Association),

as Collateral Agent

By: David A. Johanson

Title: David A. Johanson
Vice President

SUBSCRIBED AND SWORN TO before
me this 27th day of Dec, 2001.

Maria Paggao
Notary Public

My Commission Expires 2/1/05

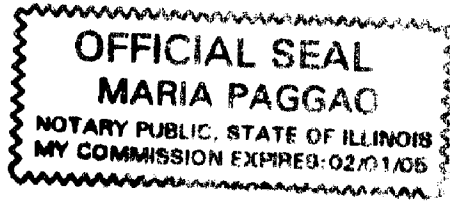


EXHIBIT A

TRADEMARKS

<u>U.S. Registration or Serial No.</u>	<u>Registered Mark</u>	<u>Date of Issuance</u>	<u>[Renewal Date] Expiry Date</u>	<u>Application Date (if not yet issued)</u>
2,114,293	ADVANCED VEHICLE DYNAMICS	11/18/07	11/18/07	
2,174,523	NCM	07/21/98	07/21/98	
75/285,422	HIGH ENDURANCE			05/02/97