

02-04-2002

Form PTO-1594

(Rev. 03/01)

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

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U.S. DEPARTMENT OF COMMERCE

U.S. 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):

Bank of America, N.A.

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest in Trademarks

Execution Date: December 27, 2001

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

Name: ABC-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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit A

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: 19

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

- 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

Name of Person Signing

[Signature]  
Signature

1/16/02  
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

01/31/2002 TDIAZI 00000176 1509921

01 FC:481  
02 FC:482

40.00 DP  
450.00 DP

Doc#: NY6: 128238.1

TRADEMARK  
REEL: 002436 FRAME: 0019

**EXHIBIT A**

**TRADEMARKS**

ABC-NACO Inc.

<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	11/1/88
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**

This Release of Security Interest in Trademarks (the "Release"), dated as of December 17, 2001, is made by Bank of America, N.A. ("Bank") in favor of ABC-NACO Inc., a Delaware corporation ("Grantor").

WHEREAS, Grantor entered into that certain AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as may be amended, supplemented or modified or otherwise modified from time to time) ("Security Agreement") dated May 2, 2001 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 June 20, 2001 at Reel 2318, Frame 0980;

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 OF AMERICA, N.A.  
as Collateral Agent

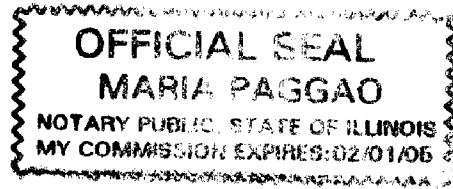
By: David A. Johanson

Title: David A. Johanson  
Vice President

SUBSCRIBED AND SWORN TO before  
me this 27<sup>th</sup> day of Dec., 2001.

Maria Paggao  
Notary Public

My Commission Expires 2/1/05



**EXHIBIT A**

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