FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

03-01-2002

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SHEET

NLY

Docket No.: 014951/0324

Tab settings ▼ ▼ ▼

To the Honorable Commissioner of [illegible] Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TCF RAILCO INFORMATION SYSTEMS CORP.

2·12·02

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

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

Name: ABLECO FINANCE LLC

Internal Address:

Street Address: 450 PARK AVENUE

City: NEW YORK State: NY ZIP: 10021

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other DELAWARE LIMITED LIABILITY CO.

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N

(Designations must be a separate document from Additional name(s) & address(es) ☐ Yes ☒ N

3. Nature of conveyance:

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

Execution Date: JANUARY 14, 2002

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

FEB 12 2002

Additional numbers ☒ Yes ☐ No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 919 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:..... 34

7. Total fee (37 CFR 3.41):.....$ $865.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

02/28/2002 TDIAZ1 00000059 500675 1509921

01 FC:481 40.00 CH
02 FC:482 825.00 CH

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.

PAUL A. JUERGENSEN — Name of Person Signing

Signature

FEBRUARY 12, 2002 — Date

Total number of pages including cover sheet, attachments, and 9

TRADEMARK

REEL: 002450 FRAME: 0966

Schedule 1A to Assignment for Security

(Trademark registrations and applications)

Trademark registrations and applications owned by TCF Railco Information Systems Corp.:

U.S. trademarks and trademark applications:

Trademark	Registration Number
ABC RAIL	1509921
ABC RAIL	1510875
ABC RAIL	1510876
ABC	1921481
ABC	1917830
ABC	1921861
Footprint design	1988969
Footprint	2006646
Hydra-Cell	1006266
RACOR	0169851
RACOR	0706620
RACOR	0173737
RACOR	0422784
RACOR DESIGN	0423512
RACOR DESIGN	0682840
Trackmang	0747472
SECURITY	1004189
S in Circle Design	0721875
High Endurance	2273316
ADVANCED VEHICLE DYNAMICS	2114293
NCM	2174523
Willison	0511882

Sharon	0511881
National	1200366
National	2112333
Unitruck	1323107
M DESIGN	2127262
SWING MOTION	2116175
BIG BITE	1255092
CH (Plus Design)	0045069
THE AIMS GROUP DESIGN	761784401(Serial Number)
ERAILXCHANGE. COM DESIGN	76178381(Serial Number)
RAILDOCS	2,512451
BuyMetalCastings	76233060 (Serial Number)

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, TCF Railco Information Systems Corp. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks covered by the registrations and applications listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated January 14, 2002 (the "Security Agreement"), in favor of ABLECO FINANCE LLC, a Delaware limited liability company, as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 14, 2002.

TCF RAILCO INFORMATION SYSTEMS CORP.

By: _____

Name: W. Robert Wright

Title: Treasurer

TRADEMARK
REEL: 002450 FRAME: 0970

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 14th day of January, 2002, before me personally came W. Robert Wright to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer of TCF RAILCO INFORMATION SYSTEMS CORP. and that he executed the foregoing instrument in the firm name of TCF RAILCO INFORMATION SYSTEMS CORP and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Dorcas Dawe

DORCAS DAWE
Notary Public, State of New York
No. 31-4877033
Qualified in New York County
Commission Filed in Kings & Queens County
Commission Expires February 2, 2003

TRADEMARK
REEL: 002450 FRAME: 0971

Schedule 1A to Assignment for Security

(Trademark registrations and applications)

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ERAILXCHANGE. COM DESIGN	76178381(Serial Number)
RAILDOCS	2,512,451
BuyMetalCastings	76233060 (Serial Number)

Foreign trademarks and trademark applications:

Trademark	Registration Number
ABC RAIL	Canada (368170)
DIAMOND	Canada (35751)
DIAMOND DESIGN	Canada (35754)
DIAMOND S	Canada (35750)
RACOR	Argentina (1723589) (156390) (156359); Australia (297315); Brazil (206614) (750324) (265344) (751529); Canada (34310); China (930419); Democratic Republic of Congo (10570)
SAMSON	Australia (288235); Austria (81003); Benelux

	(332700); Canada (217434); France (1307798); Germany (948509); Italy (718868); Japan (2445278); Spain (791.148/3); Switzerland (277453)
Trackmang	Canada (135913)
NCM	Canada (515173); Mexico (pending) (576657) (633422)
Willison	France (1.664.780) (92/41766)
Sharon	China (176169); Japan (1760338)
National	Canada (527233); Mexico (pending); South Africa (74/2234)
Southern	South Africa (61/2123)
Swing Motion	China (pending)