

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Meridian Rail Information Systems Corp.

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

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

3. Nature of conveyance:

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

Execution Date: 04/10/03

2. Name and address of receiving party(ies)

Name: ASF-Keystone, Inc.

Internal Address:

Street Address: 1700 Walnut Street

City: Granite City State: IL Zip: 62040

- 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) None

B. Trademark Registration No.(s) 2,116,175
2,114,293

Additional number(s) attached Yes No

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

Name: Chris L. Bollinger

Internal Address: Schiff Hardin & Waite

Street Address: P.O. Box 06079

City: Chicago State: IL Zip: 60606-0079

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-0409

DO NOT USE THIS SPACE

9. Signature.

Chris L. Bollinger

Name of Person Signing

Signature

4/29/03

Date

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

8

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

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, in connection with an Purchase Agreement dated as of April 2, 2003 (the "Agreement"), among Meridian Rail Information System Corp., a Delaware corporation, and Meridian Rail Products Corp., a Delaware corporation (each an "Assignor" and collectively, the "Assignors"), ASF-Keystone, Inc., a Delaware corporation ("Assignee"), and certain of their respective Affiliates, Assignors have agreed to sell certain trademark and patent assets to Assignee; and

WHEREAS, one of the Assignors is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A (the "Federal Marks"); and

WHEREAS, one of the Assignors is the owner of all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A (the "Foreign Marks"); and

WHEREAS, in the United States, one of the Assignors owns all right, title and interest in and to the United States patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (the "Federal Patents"); and,

WHEREAS, outside the United States, one of the Assignors owns all right, title and interest in and to the foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (the "Foreign Patents"); and,

WHEREAS, Assignee is desirous of acquiring all of the Assignors' right, title and interest in and to the Federal Marks, Foreign Marks, Federal Patents, and Foreign Patents (together, the "ASSETS"), and the Assignors have promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, assign, transfer and convey to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other

Assignment of Intellectual Property Assets

assistance relating to the ASSETS, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the ASSETS, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the ASSETS, provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue evidence of the assignment to Assignee.

* * *

Assignment of Intellectual Property Assets

IN TESTIMONY WHEREOF, that Assignors and the Assignee have executed this Assignment this 10th day of April, 2003.

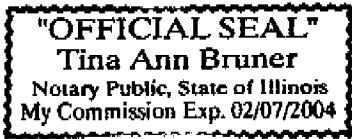
MERIDIAN RAIL INFORMATION SYSTEM CORP.

By: Mark F. Baggio

Its: Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 10th day of April, 2003, before me appeared Mark F. Baggio, who, being by me duly sworn, did say that he is a Vice President of Meridian Rail Information System Corp., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Tina Ann Bruner
Notary Public

My commission expires: _____

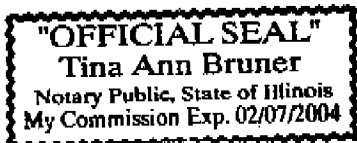
MERIDIAN RAIL PRODUCTS CORP.

By: Mark F. Baggio

Its: Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 10th day of April, 2003, before me appeared Mark F. Baggio, who, being by me duly sworn, did say that he is a Vice President of Meridian Rail Products Corp., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Tina Ann Bruner
Notary Public

My commission expires: _____

Assignment of Intellectual Property Assets

ASF-KEYSTONE, INC.

By: Thomas C Berg

Its: Thomas C. Berg

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 10th day of April, 2003, before me appeared Thomas C. Berg, who, being by me duly sworn, did say that he is a Vice President of ASF-Keystone, Inc., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Tina Ann Bruner
Notary Public

My commission expires: _____

