

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  $\Rightarrow \Rightarrow \Rightarrow$   $\nabla$   $\nabla$   $\nabla$   $\nabla$   $\nabla$   $\nabla$

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

1. Name of conveying party(ies):

GSI Engineering, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- 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: February 18, 2003

2. Name and address of receiving party(ies)

Name: Rail Castings Corp.

Internal Address: \_\_\_\_\_

Street Address: 127 Public Square, 51st Floor

City: Cleveland State: OH Zip: 44114

- 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) 0311490

Additional number(s) attached  Yes  No

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

Name: Rashmi Chandra

Internal Address: KIRKLAND & ELLIS LLP

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account and for any additional fees

8. Deposit account number:

22-0440

**DO NOT USE THIS SPACE**

9. Signature.

Rashmi Chandra  
Name of Person Signing

  
Signature

9/30/03  
Date

7

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

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

04-15-2003



Form PTO-1594 (Rev. 10/02)

4-9-03

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TRADEMARKS ONLY

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TRADEMARK REEL: 002724 FRAME: 0437

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of February 19, 2003 ("Effective Date") by and between **GSI ENGINEERING, INC.**, a Delaware corporation, with its principal office at 2211 Parsons Avenue, Columbus, Ohio 43207 ("Assignor"), and **RAIL CASTINGS CORP.**, a Delaware corporation, with its principal office at 127 Public Square, 51st Floor, Cleveland, Ohio 44114 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement dated as of January 7, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell and the Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Agreement;

**WHEREAS**, Assignor is transferring its rights, title and interest in, to and under those United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and the foreign trademark registrations and applications for trademark registration set forth on Schedule C attached hereto, in each case together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of all of Assignor's right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, Assignee's successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples,

exhibits, specimens, assignments, powers of attorney or other documentation) as may be reasonably required in the perfection of this Assignment.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**GSI ENGINEERING, INC.**

By: *Joe W. Harden*

Name: Joe W. Harden

Title: President & CEO

**RAIL CASTINGS CORP.**

By: *DH Malenick*


Name: DH MALENICK

Title: CEO & Chairman

STATE OF OHIO )  
 ) SS.  
COUNTY OF Franklin )

Subscribed and sworn to before me, a Notary Public, this 18<sup>th</sup> day of February, 2003, personally appeared Sue W. Harden of GSI Engineering, Inc., a Delaware corporation, the signatory named herein, and he acknowledged that the said instrument made by the corporation was signed, sealed and delivered by him as such officer aforesaid and is the voluntary act and deed of the corporation for the uses and purposes therein expressed.


Given under my hand and notarial seal this 18 day of February, 2003.

Sonya G. Freeman  
Print Name:  **SONYA G. FREEMAN**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 9, 2008

STATE OF OHIO )  
 ) SS.  
COUNTY OF Franklin )

Subscribed and sworn to before me, a Notary Public, this 18<sup>th</sup> day of February, 2003, personally appeared D.H. Malenick of Rail Castings Corp., a Delaware corporation, the signatory named herein, and he acknowledged that the said instrument made by the corporation was signed, sealed and delivered by him as such officer aforesaid and is the voluntary act and deed of the corporation for the uses and purposes therein expressed.

Given under my hand and notarial seal this 18<sup>th</sup> day of February, 2003.

Sonya G. Freeman  
Print Name:  **SONYA G. FREEMAN**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 9, 2008

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

| Country | Mark          | App. #/Date          | Reg. No./Date      | Owner |
|---------|---------------|----------------------|--------------------|-------|
| US      | "G" IN SHIELD | 71/334834<br>2/10/33 | 0311490<br>3/27/34 | GSI   |

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

None

**SCHEDULE C****FOREIGN TRADEMARK REGISTRATIONS**

| Country      | Mark          | App. #/Date | Reg. No./Date     | Owner |
|--------------|---------------|-------------|-------------------|-------|
| South Africa | "G" IN SHIELD |             | 133348<br>4/28/48 | GSI   |