

09-22-2003

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

4-2205



102554730

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Standard Car Truck Company

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

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

3. Nature of conveyance:

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

Execution Date: September 18, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois banking, 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 patent number(s):

A. Trademark Application No.(s)

See Exhibit A attached hereto

B. Trademark Registration No.(s)

See Exhibit A attached hereto

Additional numbers attached? [X] Yes [ ] No

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

202.783.2700

Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

202.783.2700

Street Address:

City: State: ZI

09/23/2003 GT0N11 00000044 385583

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 440.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:8521 40.00 OP 02 FC:8522 400.00 OP

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Signature

Signature

September 18, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

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

1337102

TRADEMARK REEL: 002826 FRAME: 0955

**EXHIBIT A**

BARBER	385,583	3/5/71	925,005	12/7/71
BARBER S-2	385,584	3/5/71	925,006	12/7/71
BARBER- BETTENDORF	385,582	3/5/71	925,004	12/7/71
SCT CO	72/385,581	3/5/71	925,003	12/7/71
AB logo	399,564	8/6/71	965,398	8/7/73
Trademark 'C-PEP'	436,245	9/21/72	971,747	10/30/73
BARBER and Design	038,058	11/25/74	1,021,895	10/7/75
S-2-HD	122,899	4/15/77	1,084,674	2/7/78
ACCU-TRAK	338,302	11/23/81	1,240,957	6/7/83
SCT & DESIGN	346,841	1/25/82	1,235,599	4/26/83
BARBER & DESIGN	74/053,033	8/29/90	1,737,577	12/1/92
S-2-D	74/391,924	5/18/93	1,824,339	3/1/94
TWIN GUARD	75/258,312	3/17/97	2,360,513	6/20/00
FRAME BRACE	75/603,411	12/9/98	2,289,708	10/26/99
TEHCARE	75/258,303	3/17/97	2,156,575	5/12/98
IT PAYS TO BE SQUARE	75/258,310	3/17/97	2,259,815	7/6/99
S-2-E	76/422,807	6/17/02		

## TRADEMARK COLLATERAL AGREEMENT

This 18th day of September, 2003, Standard Car Truck Company, a Delaware corporation (the "*Borrower*"), and the other parties executing this Agreement under the heading "*Debtors*" (the Borrower and such other parties being hereinafter referred to collectively as the "*Debtors*" and individually as a "*Debtor*"), each with its principal place of business and mailing address at 865 Busse Highway, Park Ridge, Illinois 60068, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grant to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors, certain other subsidiaries of the Borrower and the Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

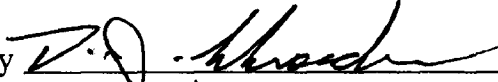
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by a Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as such Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

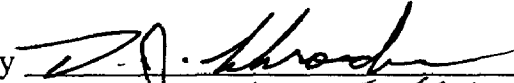
The term "Debtor" and "Debtors" as used herein shall mean and include the Debtors collectively and also each individually, with all grants and representations of and by the Debtors, or any of them, herein contained to constitute joint and several grants and representations of and by the Debtors; *provided, however*, that unless the context in which the same is used shall otherwise require, any grant or representation contained herein related to the property described above shall be made by each Debtor only with respect to the property owned by it or represented by such Debtor as owned by it.

IN WITNESS WHEREOF, each Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

STANDARD CAR TRUCK COMPANY

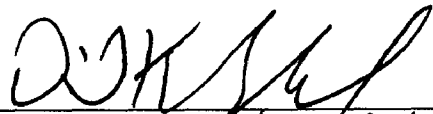
By   
Name DANIEL J. SCHROEDEL  
Title CHIEF OPERATING OFFICER

ANCHOR BRAKE SHOE COMPANY

By   
Name DANIEL J. SCHROEDEL  
Title VICE PRESIDENT

Accepted and Agreed to as of the date and year first above written.

HARRIS TRUST AND SAVINGS BANK

By   
Name DANIEL R. SABOL  
Title VICE PRESIDENT

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

TITLE	SERIAL NO.	FILING DATE	REG NO.	GRANT DATE
Anchor Brake Shoe Company				
ANCHOR	064,629	12/19/58	685,475	9/22/59
BRAKE SHOE LOGO	74/525,816	5/17/94	1,925,343	10/10/95
FLANGE SAVER	74/398,723	6/7/93	1,863,642	11/22/94
Standard Car Truck Company				
BARBER	385,583	3/5/71	925,005	12/7/71
BARBER S-2	385,584	3/5/71	925,006	12/7/71
BARBER-BETTENDORF	385,582	3/5/71	925,004	12/7/71
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