



102717859

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

1. Name of conveying party(ies):  
Westinghouse Brake and Signal Holdings LTD

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State England & Wales Corporation  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Deutsche Bank AG, London  
Internal  
Address: Winchester House Attn: Sean Malone  
Street Address: 1 Great Winchester Street  
City: London                      State: UK Zip: EC2 2 EQ

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Germany  
 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: April 1, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
See Attached Schedule A  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_  
See Attached Schedule A  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Adam M. Grandy, Legal Assistant  
Internal Address: c/o Palmer & Dodge LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 111 Huntington Avenue  
at Prudential Center  
City: Boston                      State: MA                      Zip: 02199

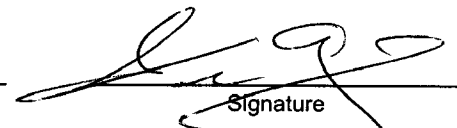
6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
16/0085

04 APR -5 AM 7:11  
DEPT. OF COMMERCE  
PATENT & TRADEMARK OFFICE

DO NOT USE THIS SPACE

9. Signature.  
Adam M. Grandy                                            April 2, 2004  
Name of Person Signing                      Signature                      Date

04/08/2004 BYRNE 00000026 78249622

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

01 FC:8521  
02 FC:8522

40.00 OP  
150.00 OP

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

## WESTINGHOUSE BRAKE AND SIGNAL HOLDINGS LIMITED

SCHEDULE A

## 4.A. Trademark Application Numbers:

TRADEMARK	Application No.	Filing Date
SYSTEMATICS	78-249622	14 May 2003
FUTURE and F Design	78-261487	12 June 2003
WESTLOCK	78-327290	13 November 2003

## 4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Filing Date
WESTCODE	785095/72-194761	02 June 1964
W-in-Circle	1016064/72-455893	27 April 1973
W-in-Circle	1024364/72-455892	27 April 1973
WESTCODE	1041517/72-455755	27 April 1973

## TRADEMARK SECURITY AGREEMENT

### WHEREAS:

- (A) Westinghouse Brake and Signal Holdings Limited (the **Grantor**), an England & Wales corporation whose principal place of business is located at Invensys House, Carlisle Place, London SW1P 1BX, is the owner and user of the United States registered trademarks and/or the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) the UK Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **UK Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the UK Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks;
  - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the UK Security Agreement); and
  - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the UK Security Agreement).
- (C) The parties to the UK Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the UK Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the UK Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Trademarks;

**NOW**, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the UK Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the **Trademark Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant to this Trademark Security Agreement secures the payment of all Secured Liabilities (as defined in the UK Security Agreement) now or hereafter existing under or in respect of the UK Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.
4. This Trademark Security Agreement has been entered into in connection with the UK Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the UK Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 1 day of April, 2004.

**Grantor**

WESTINGHOUSE BRAKE AND SIGNAL  
HOLDINGS LIMITED

By:

  
Name: Jules Jay Morris

Title: Vice President and Chief Intellectual  
Property Counsel

**Security Agent**

DEUTSCHE BANK AG LONDON, as Security  
Agent for and on behalf of the Secured Creditors

By:


\_\_\_\_\_  
Name:

Title:

Commonwealth of Massachusetts

County of Suffolk

On this 1<sup>st</sup> day of April, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Westinghouse Brake and Signal Holdings Limited, with authority to do so.



(Signature of notary public)

My commission expires: 4/1/2008

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the \_\_\_ day of April, 2004.

**Grantor**

WESTINGHOUSE BRAKE AND SIGNAL  
HOLDINGS LIMITED


By:

\_\_\_\_\_  
Name: Jules Jay Morris  
Title: Vice President and Chief Intellectual  
Property Counsel

**Security Agent**

DEUTSCHE BANK AG LONDON, as Security  
Agent for and on behalf of the Secured Creditors

By:

  
\_\_\_\_\_  
Name: S. BRUHL S. MALONE  
Title: authorised signatories

# CHEESWRIGHTS

NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR  
Telephone: 020 7623 9477 (or) 07000 NOTARIES

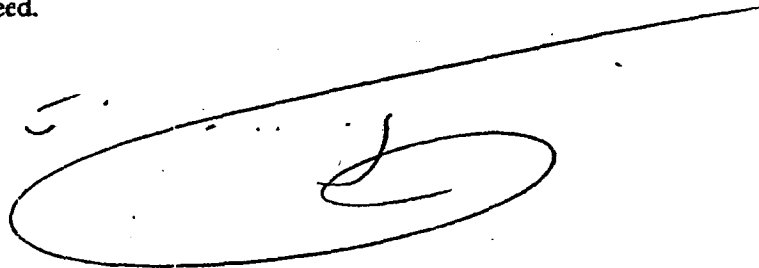
Facsimile: 020 7623 5428  
E-mail: notary@cheeswrights.co.uk  
www.cheeswrights.co.uk  
DX 627/London City EC3

KINGDOM OF ENGLAND)

) s.s.

CITY OF LONDON )

On this second day of April in the year two thousand and four before me JEREMY BROOKER BURGESS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn personally came and appeared JASON BRUHL and SEAN MALONE who, being by me duly sworn, did depose and say that they reside at London, England; that they are authorized signatories of DEUTSCHE BANK AG LONDON, the corporation described in and which executed the annexed instrument; that they were duly authorized to sign the said instrument and so signed it; and that the said corporation delivered the same as its act and deed.



Notary Public London, England  
(J. B. BURGESS)  
My Commission Expires with Life



N P Ready  
Ruth M Campbell J B Burgess E Gardiner  
A J Claudet I A Rogers

and at: 29th Floor One Canada Square Canary Wharf London E14 5DY Telephone: 020 7712 1565 Facsimile: 020 7712 1501

TRADEMARK  
REEL: 002945 FRAME: 0265



**SCHEDULE A****WESTINGHOUSE BRAKE AND SIGNAL HOLDINGS LTD**

<b>Trademark</b>	<b>Registration Number/ Application Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
WESTCODE	785095/72-194761	02 June 1964	16 February 1965
W-in-Circle	1016064/72-455893	27 April 1973	15 July 1975
W-in-Circle	1024364/72-455892	27 April 1973	04 November 1975
WESTCODE	1041517/72-455755	27 April 1973	15 June 1976
SYSTEMATICS	78-249622	14 May 2003	N/A
FUTURE and F Design	78-261487	12 June 2003	N/A
WESTLOCK	78-327290	13 November 2003	N/A