

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		09/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Amsted Industries Incorporated
Street Address:	205 North Michigan Avenue
Internal Address:	44th floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

Name:	Consolidated Metco, Inc.
Street Address:	13940 Rivergate Blvd.
City:	Portland
State/Country:	OREGON
Postal Code:	97203
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1997068	400-C
Registration Number:	1831256	CASTLOC
Registration Number:	619829	SIMPLEX
Registration Number:	515943	SIMPLEX
Registration Number:	73250	SIMPLEX
Registration Number:	2089967	SIMPLEX LITE
Registration Number:	1722943	TOUCHLOC
Registration Number:	853094	SLACK-FREE

CH \$215.00 1997068

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Keum A. Yoon

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

48/310

NAME OF SUBMITTER:

James H. Lik

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "Release") dated as of September 29, 2004 made by Citicorp USA, Inc. ("**CUSA**"), as collateral agent (the "**Collateral Agent**") in favor of the Grantors (as defined in the Credit Agreement referred to below).

WHEREAS, Amsted Industries Incorporated, a Delaware corporation, has entered into an Amended and Restated Credit Agreement dated as of August 19, 2003 which amends and restates the Credit Agreement dated as of August 13, 1999 (as amended by Amendment No. 1 thereto dated as of August 25, 2000, Amendment No. 2 thereto dated as of November 30, 2001 and Amendment No. 3 thereto dated as of December 6, 2002, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Citicorp North America, Inc., as Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Guaranteed Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of September 29, 2000 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**");

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of September 29, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**IP Security Agreement**") by and among the Grantors and the Collateral Agent, each Grantor has granted to the Collateral Agent, for the ratable benefit for the Secured Parties, a security interest in all of the Grantors' right, title and interest in and to the Patents, Trademarks and Copyrights (as each term is defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded on October 15, 2003 with the United States Patent and Trademark Office under reel and frame numbers 14580/0116 with respect to patents and under reel and frame number 2840/0346 with respect to trademarks; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Security Agreement, the Collateral Agent desires to release its security interest solely in and to the intellectual property identified on Exhibit A attached hereto (the "**Released Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Release of Security. The Collateral Agent, on behalf of each of the Secured Parties, hereby releases to the Grantors the security interest in, to and under the Released Intellectual Property.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. No Recourse, Etc. This release is given without recourse and without any representation or warranty of any kind and shall be effective only with respect to the Released Intellectual Property and nothing contained herein shall be deemed to be a termination of any other liens, security interests or other charges or encumbrances on any other property or assets granted by the Borrower or any of its subsidiaries in connection with, or a release of Obligations under, the Credit Agreement and the Loan Documents executed in connection therewith.

IN WITNESS WHEREOF, the Collateral Agent on behalf of each of the Secured Parties has caused this Intellectual Property Release Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITICORP USA, Inc., as Collateral Agent

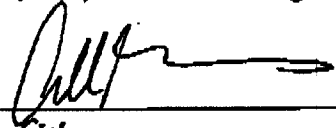
By 
Name: Allen Fisher
Title: VP

EXHIBIT A**FIFTH WHEEL GRANTED PATENTS**

Case No.	Country	Title	Patent No.	Issued
5966	Canada	Fifth Wheel Bracket Mounting Assembly	1,283,137	04-16-91
5998	Canada	Fifth Wheel Mounting Pad	1,318,701	06-01-93
	US	Fifth Wheel Bracket Mounting Assembly	4,762,334*	08-09-88
	US	Fifth Wheel Mounting Pad	4,892,324	01-09-90
6000	Canada	Fifth Wheel Unlocking and Safety Latch Device	1,310,995	12-01-92
	Mexico	Fifth Wheel Unlocking and Safety Latch Device	164456	08-18-92
	US	Fifth Wheel Unlocking and Safety Latch Device	4,871,182	10-03-89
6045	Canada	Automatic Fifth Wheel Safety Lock Device	2,034,936	05-18-93
	US	Automatic Fifth Wheel Safety Lock Device	5,028,067	07-02-91
6056	US	Fifth Wheel Unlocking Device With Fluid Powered Redundancy	5,176,396	01-05-93
6057	Canada	Fifth Wheel Locking Device	2,058,489	01-03-95
	Mexico	Fifth Wheel Locking Device	180708	01-26-96
	US	Fifth Wheel Locking Device	5,137,298	08-11-92
6060	US	Tractor Fifth Wheel with Bearing Plate Lubricating Liner	5,165,714	11-24-92
6068	Brazil	Air Operated Fifth Wheel	PI9404228-4	09-21-99
	Canada	Air Operated Fifth Wheel	2,129,811	12-08-98
	Mexico	Air Operated Fifth Wheel	192191	06-01-99
	US	Air Operated Fifth Wheel	5,472,223	12-05-95
6081	Mexico	Improved Mounting System for Fifth Wheels	187828	01-15-98
	US	Improved Mounting System for Fifth Wheels	5,368,324	11-29-94
6113	Mexico	Fifth Wheel Kingpin Deflector and Catcher	208821	07-10-02

6157	Argentina	Reduced Weight Fifth Wheel Assembly	AR010089B	06-24-03
	Australia	Reduced Weight Fifth Wheel Assembly	704768	08-12-99
	Brazil	Reduced Weight Fifth Wheel Assembly	PI9706441-6	02-18-03
	Canada	Reduced Weight Fifth Wheel Assembly	2,221,535	03-05-02
	EPO	Reduced Weight Fifth Wheel Assembly	0849147	02-02-99
	Mexico	Reduced Weight Fifth Wheel Assembly	207278	03-22-02
	US	Reduced Weight Fifth Wheel Assembly	5,865,458	02-02-99
	US	Fifth Wheel Kingpin Deflector and Catcher	5,941,549*	08-24-91
6157CIP	US	Reduced Weight Fifth Wheel Assembly	6,199,889	03-13-01
6188	Canada	Air Operated Fifth Wheel Uncoupling Apparatus	2,283,622	06-15-04
	US	Air Operated Fifth Wheel Uncoupling Apparatus	6,272,949	08-14-01

FIFTH WHEEL PATENT APPLICATIONS

Case No.	Country	Title	Appln. No.	Filed
6113	Brazil	Fifth Wheel Kingpin Deflector and Catcher	PI 9800899-4	03-13-98
6157	Colombia	Reduced Weight Fifth Wheel Assembly	97074004	12-18-97
	Germany	Reduced Weight Fifth Wheel Assembly	97310461.5	12-22-97
	France	Reduced Weight Fifth Wheel Assembly	97310461.5	12-22-97
	United Kingdom	Reduced Weight Fifth Wheel Assembly	97310461.5	12-22-97
	Norway	Reduced Weight Fifth Wheel Assembly	P975911	12-16-97
	Sweden	Reduced Weight Fifth Wheel Assembly	0849147	12-22-97
	Venezuela	Reduced Weight Fifth Wheel Assembly	2603-97	12-19-97
6188	Brazil	Air Operated Fifth Wheel Uncoupling Apparatus	PI9905931-2	12-21-99

	Chile	Air Operated Fifth Wheel Uncoupling Apparatus	1999-2224	09-29-99
	Colombia	Air Operated Fifth Wheel Uncoupling Apparatus	99.079.890	12-21-99
	Mexico	Air Operated Fifth Wheel Uncoupling Apparatus	9911734	12-14-99
	Norway	Air Operated Fifth Wheel Uncoupling Apparatus	19996240	12-16-99
	Venezuela	Air Operated Fifth Wheel Uncoupling Apparatus	1999-002506	12-06-99

CONMET TRADEMARK LIST

TRADEMARK	COUNTRY	REG. NO.
400-C	Brazil	818773294
	European Community	000836932
	US	1,997,068
Castloc	US	1,831,256
Simplex	Australia	B180,994
	Australia	A97,274
	Brazil	818773308
	Chile	614.083
	European Community	000837062
	Mexico	72478
	New Zealand	B82701
	South Africa	3624/48
	US	619,829
	Zimbabwe	B920/66
	US	515,943*
	US	73,250*
Simplex Lite	US	2,089,967
Simplex Slack-Free	Australia	B207,381
Slack-Free	Brazil	004508513
Taperloc	Canada	208,183
Touchloc	US	1,722,943
Slack-Free	US	853,094

* Abandoned; Transferred AS IS without any representation or warranty.