

Form PTO-159-4
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Standard Car Truck Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Harris Trust and Savings Bank,
Name: as administrative agent
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
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be a separate document from assignment)
 Additional name(s) & address(s) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 25, 2004

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No. (s)

925,005	1,021,895	2,360,513
925,006	1,084,674	2,289,708
925,004	1,235,599	2,156,575
925,003	1,737,577	2,259,815
971,747	1,824,339	2,704,447

Additional numbers attached? Yes No

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

Name: Jane S. Berman
 Internal Address: Chapman and Cutler LLP

 Street Address: 111 West Monroe Street

 City: Chicago State IL ZIP: 60603

6. Total number of applications and trademarks involved: 15

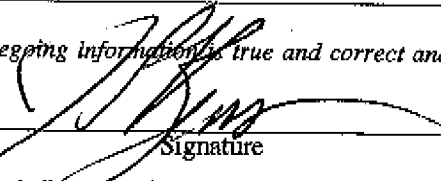
7. Total fee (37 CFR 3.41) \$ 390.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0305
(Attach duplicate copy of this page if paying by deposit account)
 Attorney Docket No. 1598226

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.

Jane S. Berman  November 2, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$390.00 500305 0925005

TRADEMARK COLLATERAL AGREEMENT

This 25th day of October, 2004, 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, grant to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder defined for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as "*Agent*"), 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 Secured 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 Agent (such Security Agreement, as the same may be amended, modified, supplemented or restated from time to time herein 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 Agent 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 Agent 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 Agent with respect to the security interest in the trademarks, trademark registrations 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 [Signature]
Name DANIEL J. SCHROEDER
Title COO

ANCHOR BRAKE SHOE COMPANY

By [Signature]
Name DANIEL J. SCHROEDER
Title VP

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

HARRIS TRUST AND SAVINGS BANK, as
administrative agent

By _____
Name _____
Title _____

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 _____
Title _____

ANCHOR BRAKE SHOE COMPANY

By _____
Name _____
Title _____

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

HARRIS TRUST AND SAVINGS BANK, as
administrative agent

By  _____
Name **KIRBY M. LAW**
Title **VICE PRESIDENT**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**LIST OF REGISTERED 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
SCT CO	72/385,581	3/5/71	925,003	12/7/71
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
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

TITLE	SERIAL NO.	FILING DATE	REG NO.	GRANT DATE
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	2,704,447	4/8/03

**EXHIBIT X
TO TRADEMARK COLLATERAL AGREEMENT**

**LIST OF REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TITLE	SERIAL NO.	FILING DATE	REG NO.	GRANT DATE
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- BEITENDORF	385,582	3/5/71	925,004	12/7/71
SCT CO	72/385,581	3/5/71	925,003	12/7/71
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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
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