

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):

Harris Trust and Savings Bank

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation Illinois
☐ Other _____
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release and Reassignment

Execution Date: October 25, 2004

2. Name and address of receiving party(ies)

Name: Standard Car Truck Company

Internal Address: _____

Street Address: 865 Busse Highway

City: Park Ridge State: IL ZIP: 60068

- ☐ 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

(Designation must be a separate document from assignment)

Additional names(s) & address(s) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Robert J. Schneider

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:

17

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

- ☐ 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.

Robert J. Schneider

Name of Person Signing

Signature

November 15, 2004

Date

Total number of pages including cover sheet, attachments, and document: 5

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

Application numbers or trademark numbers:**A. Trademark Application No.**

76/422,807

B. Trademark Registration Nos.

925,005

925,006

925,004

925,003

965,398

971,747

1,021,895

1,084,674

1,240,957

1,235,599

1,737,577

1,824,339

2,360,513

2,289,708

2,156,575

2,259,815

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS dated October 25, 2004 by Harris Trust and Savings Bank as hereinafter described;

WITNESSETH:

WHEREAS, Harris Trust and Savings Bank (hereinafter referred to as the "Secured Party") and Standard Car Truck Company, a Delaware corporation (the "Debtor"), and certain other affiliates of the Debtor are parties to a certain Trademark Collateral Agreement dated September 18, 2003 which was recorded in the United States Patent and Trademark Office on September 22, 2003 at Reel 002826, Frame 0955 (the "Collateral Agreement"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations and trademark applications, listed on Schedule A attached hereto and certain other property (collectively, the "Trademarks"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Collateral Agreement and the Trademarks and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to all security interests and collateral assignments granted pursuant to the Collateral Agreement, including, but not limited to, all security interests in and collateral assignments of, all of the following:

(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.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By 
Name KIRBY M. LAW
Title VICE PRESIDENT

SCHEDULE A

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
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

TITLE	SERIAL NO.	FILING DATE	REG NO.	GRANT DATE
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
TECHCARE	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		