

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELECTRO-MOTIVE DIESEL, INC.		04/04/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL MOTORS CORPORATION
Street Address:	300 Renaissance Center
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48625
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78386638	ECO
Serial Number:	78116450	SMART CONSIST
Serial Number:	78112621	INTELLI*TRAIN
Registration Number:	2708051	TECHPRO
Registration Number:	2161743	ELECTRO-MOTIVE
Registration Number:	1909203	EMDEC
Registration Number:	0675543	E.M.D.
Registration Number:	0678014	E-M-D
Registration Number:	0675174	E-MD

CORRESPONDENCE DATA

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3127017237  
 Email: cdore@mayerbrownrowe.com  
 Correspondent Name: Christopher Dore

OP \$240.00 78386638

Address Line 1: 190 S. LaSalle St.  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christoher Dore/
Date:	04/13/2005

Total Attachments: 21  
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Trademark Agreement"), dated April 4, 2005, is by and between ELECTRO-MOTIVE DIESEL, INC. (the "Company") and GENERAL MOTORS CORPORATION, as noteholder agent (in such capacity, and together with its successors and assigns in such capacity, the "Noteholder Agent") pursuant to the Note Agreement (as hereinafter defined) acting for the ratable benefit of the holders of the Notes (collectively, the "Holders").

W I T N E S S E T H :

WHEREAS, the Company has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, the Company has entered into a Subordinated Note Agreement dated as of April 4, 2005 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement") with General Motors Corporation, pursuant to which the Company has authorized the issuance of its Increasing Rate Senior Subordinated Notes due 2010 (as such notes may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "Notes"); and the other agreements, documents and instruments referred to in the Note Agreement or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Agreement (all of the foregoing, together with the Note Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Note Documents"); and

WHEREAS, in order to induce the Noteholder Agent to enter into the Note Agreement and the other Note Documents and to accept Notes, Debtor has agreed to grant to the Noteholder Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Note Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Secured Obligations (as defined in the Security Agreement dated as of April 4, 2005, between the Company and the Noteholder Agent), Debtor hereby grants to the Noteholder Agent a continuing security interest in and a general lien upon, and a collateral assignment (which shall not be deemed to be a present or absolute assignment) of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto,

together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED. The security interest, lien and other interests granted to the Noteholder Agent for itself and the benefit of Holders, pursuant to this Trademark Agreement shall secure the prompt performance, observance and payment in full of the Secured Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor hereby represents, warrants and covenants with and to the Noteholder Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Secured Obligations are outstanding):

(a) Debtor shall pay and perform all of the Secured Obligations according to their terms.

(b) To Debtor's best knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment (which shall not be deemed to be a present or absolute assignment) granted hereunder. Debtor shall, at Debtor's expense, use all commercially reasonable efforts to perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Note Agreement, (ii) the security interests permitted under Section 6.6.2 of the Note Agreement and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of the Noteholder Agent, except as otherwise permitted herein or in the Note Agreement. Nothing in this Trademark Agreement shall be deemed a consent by the Noteholder Agent or any Holder to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested in writing at any time by the Noteholder Agent in good faith to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment (which shall not be deemed to be a present or absolute assignment) of the Collateral granted hereunder or to otherwise further the provisions of this Trademark Agreement. Debtor hereby authorizes the Noteholder Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes the Noteholder Agent to have this Trademark Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Trademark Agreement, execute and deliver to the Noteholder Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Noteholder Agent's exercise of the rights and remedies granted to the Noteholder Agent hereunder. Such Special Power of Attorney shall become effective at any time that an Event of Default exists or has occurred and is continuing.

(g) The Noteholder Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or thirty (30) days following the written request by the Noteholder Agent in good faith to preserve, defend, protect, maintain, record or enforce the Secured Obligations, the Collateral, or the security interest and collateral assignment (which shall not be deemed to be a present or absolute assignment) granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to the Noteholder Agent for any such payment, which payment shall be deemed an advance by the Noteholder Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness owing to the Noteholder Agent and Holders under in the Note Agreement and shall be part of the Secured Obligations secured hereby.

(h) Debtor shall provide the Noteholder Agent with written notice within thirty (30) days following the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of the Noteholder Agent, Debtor shall promptly execute and deliver to the Noteholder Agent any and all assignments, agreements, instruments and such other documents as may be requested by the Noteholder Agent to evidence the security interest in and collateral assignment (which shall not

be deemed to be a present or absolute assignment) of such Trademark in favor of the Noteholder Agent, for itself and the benefit of Holder.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not, without providing the Noteholder Agent with thirty (30) days prior written notice, do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall promptly notify the Noteholder Agent if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as the Noteholder Agent shall in good faith determine is necessary, to the Noteholder Agent and Holders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect the Noteholder Agent's interests and Holders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability, opposition, interference, and cancellation proceedings.

(k) To Debtor's best knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Trademark Agreement granted to the Noteholder Agent and Holders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Noteholder Agent or any Holder hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify the Noteholder Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by the Noteholder Agent, Debtor, at Debtor's expense, shall join with the Noteholder Agent in such action as the Noteholder Agent, in the Noteholder Agent's discretion, may deem advisable for the protection of the Noteholder Agent's interests and Holders' interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks by any party other than the Noteholder Agent, and Debtor hereby indemnifies and holds the Noteholder Agent and Holders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) incurred by the Noteholder Agent and Holders arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Secured Obligations, the termination of this Trademark Agreement and the termination or non-renewal of the Note Agreement.

(m) Debtor shall promptly pay the Noteholder Agent and Holders for any and all expenditures made by the Noteholder Agent or any Holder pursuant to the provisions of this Trademark Agreement or for the defense, protection or enforcement of the Secured Obligations,

the Collateral, or the security interests and collateral assignment (which shall not be deemed to be a present or absolute assignment) granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness owing to the Noteholder Agent and Holder under in the Note Agreement and shall be part of the Secured Obligations secured hereby.

4. EVENTS OF DEFAULT. The occurrence or existence of an Event of Default under the Note Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Defaults".

5. RIGHTS AND REMEDIES. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Noteholder Agent or any Holder, whether provided under this Trademark Agreement, the Note Agreement, the other Note Documents, applicable law or otherwise, subject to the provisions of the Intercreditor Agreement dated as of April 4, 2005, between the Noteholder Agent and Wachovia Capital Finance Corporation (Central), formerly known as Congress Financial Corporation (Central) (the "Intercreditor Agreement") and 15 U.S.C. §1060(a)(1), the Noteholder Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) The Noteholder Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. The Noteholder Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to the Noteholder Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as the Noteholder Agent may determine.

(b) The Noteholder Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Noteholder Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) The Noteholder Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. The Noteholder Agent shall have the power to buy the Collateral or any part thereof, and the Noteholder Agent shall also have the power to execute assurances and perform all other acts which the Noteholder Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, the Noteholder Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the

Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay the Noteholder Agent and Holders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that the Noteholder Agent and Holders have no obligation to preserve rights to the Trademarks against any other parties.

(e) The Noteholder Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by the Noteholder Agent or Holders. Thereafter, the Noteholder Agent may apply any remaining proceeds to such of the Secured Obligations as the Noteholder Agent may in its discretion determine. Debtor shall remain liable to the Noteholder Agent and Holders for any of the Secured Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay the Noteholder Agent on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness owing to the Noteholder Agent and Holders under in the Note Agreement.

(f) Debtor shall supply to the Noteholder Agent or to the Noteholder Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and its customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring the Noteholder Agent or any Holder to take any such action at any time. All of the Noteholder Agent's and Holders' rights and remedies, whether provided under this Trademark Agreement, the other Note Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Trademark Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and the Noteholder Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever the Noteholder Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Trademark Agreement or in any way connected with or related or incidental to the dealings of Debtor and the Noteholder Agent or any Holder in respect of this Trademark Agreement or the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Noteholder Agent shall have the right to bring any action or proceeding



against Debtor or its property in the courts of any other jurisdiction which the Noteholder Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to the respective parties at the address and numbers set forth under their respective names on the signature pages hereof (for the Debtor) or at the address set forth in Section 6(a) herein, service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at the Noteholder Agent's option, by service upon the applicable Debtor in any other manner provided under the rules of any such courts. Within forty-five (45) days after such service, the applicable Debtor shall appear in answer to such process, failing which the applicable Debtor shall be deemed in default and judgment may be entered by the Noteholder Agent against the applicable Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND THE NOTEHOLDER AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS PATENT AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND THE NOTEHOLDER AGENT OR ANY HOLDER IN RESPECT OF THIS PATENT AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND THE NOTEHOLDER AGENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR THE NOTEHOLDER AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS PATENT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND THE NOTEHOLDER AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) The Noteholder Agent and Holders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Trademark Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on the Noteholder Agent or such Holder that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

## 7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to

be given to the following addresses or at the addresses listed on the signature pages hereto (or to such other address as any party may designate by notice in accordance with this Section):

If to Noteholder Agent  
and the Holders: General Motors Corporation, as Noteholder Agent  
300 Renaissance Center  
Detroit, Michigan 48625  
Attention: General Counsel  
Facsimile: (313) 665-4978

With copies to: General Motors Corporation  
Treasurer's Office  
767 Fifth Avenue  
New York, New York 10153  
Attention: Treasurer  
Facsimile: (212) 418-3630

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, the Noteholder Agent and any Holder pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Trademark Agreement" and words of similar import when used in this Trademark Agreement shall refer to this Trademark Agreement as a whole and not any particular provision of this Trademark Agreement and as this Trademark Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such term in the Note Agreement.

(c) This Trademark Agreement, the other Note Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by the Noteholder Agent and Holders and their respective successors and assigns.

(d) If any provision of this Trademark Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Trademark Agreement as a whole, but this Trademark Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Trademark Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement

signed by an authorized officer of the Noteholder Agent. the Noteholder Agent and Holders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of the Noteholder Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Noteholder Agent or any Holder of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Noteholder Agent or such Holder would otherwise have on any future occasion, whether similar in kind or otherwise.

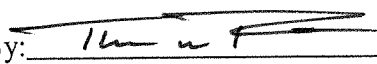
(f) This Trademark Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

(g) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Noteholder Agent pursuant to this Trademark Agreement and the exercise of any right or remedy by the Noteholder Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Agreement, the terms of the Intercreditor Agreement shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Trademark Agreement has been duly executed as of the day and year first above written.

ELECTRO-MOTIVE DIESEL, INC.

By:  \_\_\_\_\_

Title: Vice President & General Counsel

Electro-Motive Diesel, Inc.  
9301 W. 55<sup>th</sup> Street  
La Grange, Illinois 60525-3211  
Attention: General Counsel  
Telephone No.: 708-387-6208  
Facsimile: (708) 387-6501

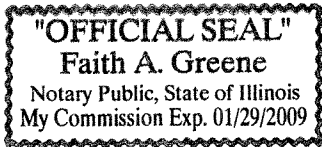
GENERAL MOTORS CORPORATION, as  
Noteholder Agent

By: Amel L.

Title: Attorney-in-Fact for Paul W. Schmidt  
Executive Vice President

STATE OF IL )  
 ) ss.:  
COUNTY OF COOK )

On the 30 day of MARCH, 2005, before me personally came THOMAS W. RISSMAN, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the VP AND GENERAL COUNSEL of ELECTRO-MOTIVE DIESEL, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



Faith A. Greene  
Notary Public

STATE OF )  
 ) ss.:  
COUNTY OF )

On the \_\_\_ day of \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the \_\_\_\_\_ of GENERAL MOTORS CORPORATION, the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss.:  
COUNTY OF )

On the 4<sup>th</sup> day of April, 2005, before me personally came Anne T. Larin, to me known, who being by me duly sworn, did depose, acknowledge and say that (s) she is the attorney-in-fact empowered to act for Paul W. Schmidt, Executive Vice President of GENERAL MOTORS CORPORATION, the corporation which executed the foregoing instrument and that she signed her name thereto by order of the Board of Directors of said corporation.

Sandra L. Wright  
Notary Public

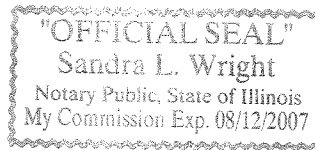















EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

	Application or Registration No.	Description
1.	78386638 -Application filed 3/18/04; pending as of 10/5/04	“ECO and Design” – United States trademark for the Electro-Motive Division
2.	78116450 -Application filed 3/21/02; pending as of 10/5/04	“Smart Consist”– United States trademark for the Electro-Motive Division
3.	78112621 -Application filed 3/5/02; pending as of 10/5/04	“Intelli*Train” – United States trademark for the Electro-Motive Division
4.	2708051 - Registered 4/15/03	“Techpro” – United States trademark for the Electro-Motive Division
5.	2161743 - Registered 6/02/98	“Electro-Motive” – United States trademark for the Electro-Motive Division
6.	1909203 - Registered 8/01/95	“EMDEC” – United States trademark for the Electro-Motive Division
7.	0675543 - Registered 3/17/59; 2nd renewal 4/29/99	“EMD Interlaced II” – United States trademark for the Electro-Motive Division 
8.	0678014 - Registered 5/05/59; 2nd renewal 5/7/99	“EMD Interlaced II” – United States trademark for the Electro-Motive Division 
9.	0675174 - Registered 3/10/59; 2nd renewal 4/29/99	“EMD Interlaced II” – United States trademark for the Electro-Motive Division 
10.	1479192 - Registered 11/21/00	“EMD” - China
11.	1369886 – Registered 2/28/00	“EMD” - China
12.	1384912 – Registered 4/14/00	“EMD” - China



13.	1479191 – Registered 11/21/00	“EMD Interlaced III” - China 
14.	1367365 – Registered 2/21/00	“EMD Interlaced III” - China 
15.	1384911 – Registered 4/14/00	“EMD Interlaced III” - China 
16.	2001105907 – Pending 6/19/00 as of 10/5/04	“EMD Logo Electro-Motive” – China 
17.	169599 – Registered 4/01/01	“EMD Interlaced I” - Mexico 
18.	168145 – Registered 8/31/91	“EMD Interlaced I” - Mexico 
19.	168312 – Registered 8/31/91	“EMD Interlaced I” - Mexico 
20.	BT94/03826E – Registered 5/13/94 - Renewed 2004	“EMD Logo Electro-Motive” - Singapore 
21.	T94/03825G – Registered 5/13/94 – Renewed 2004	“EMD Logo Electro-Motive” - Singapore 
22.	B3827/94 Registered - 5/13/94 – Renewed 2004	“EMD Logo Electro-Motive” - Singapore 
23.	9800106193 (9/17/98) ABANDONED	“Electro-Motive” - China
24.	2001006983 (1/11/01) ABANDONED	“Electro-Motive” - China
25.	688118 – Registered 2/28/01	“Electro-Motive” - Mexico
26.	640778 – Registered 1/31/00	“Electro-Motive” - Mexico

27.	640779 – Registered 1/31/00	“Electro-Motive” - Mexico
28.	1133386 Application pending – filed 3/7/02	“Intelli*Train” - Canada
29.	788797 – Registered 4/29/03	“Intelli*Train” - Mexico
30.	217340 – Registered - 1/23/03	“Intelli*Train” - Norway
31.	02-03219 – Application pending – filed 5/7/02	“Intelli*Train” - Sweden
32.	22965664 – Registered 8/30/02	“Intelli*Train” - United Kingdom

**Company brand name:**

1. Electro-Motive
2. EMD

**Registered trademarks (in addition to those listed above):**

1. FIRE (EMD’s universal computer platform for cab display and wireless communications)
2. Intelli\*Train (family of new services including Remote Monitoring & Diagnostics) (all IntelliTrain registered trademarks are listed above)

**Other brand names:**

1. Locomotive Maintenance Services (contract maintenance)
2. Locomotive Management Center (facility and staff that support IntelliTran services)
3. TechPro (computer-based locomotive troubleshooting)
4. Online HelpDesk (web-based troubleshooting)
5. Numerous locomotive models, such as SD70M, SD70MAC, et al.
6. Various Aftermarket Rebuild parts, such as T2001 (turbocharger), P2001 (power assembly) and M2001 (traction motor)

**Service Marks: Intelli\*train**

**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

List of Licenses

<u>Name of Document</u>	<u>Date of Document</u>	<u>Licensor</u>	<u>Term</u>	<u>Licensed Intellectual Property</u>
Purchase and Sale Agreement by and among General Motors Corporation, General Motors Overseas Corporation, EMD, Inc. and shareholders of EMD, Inc. signatory thereto	January 11, 2005	EMD, Inc.	Perpetual	Any of the transferred intellectual property, and to the extent that EMD, Inc. has a legal right to do so, the intellectual property and technical information that is the subject of the Transferred Technology Agreements, subject to Section 5.08(c) of the Purchase and Sale Agreement.

**Transferred Technology Agreements**

1. Transfer of Technology Contract 95/M(L)466/1505/(GP-129), dated October 19, 1995, between Government of India, Ministry of Railways, Railway Board, Rail Bhavan and GM acting through its Electro-Motive Division. Amendment No. I, dated May 31, 1996. Amendment No. II, dated August 19, 1998. Amendment No. III, dated January 20, 1999. Amendment No. IV, dated January 20, 2000.
2. Agreement, dated as of March 10, 1998, by and between General Motors Corporation Electro-Motive Division and Cooper Cameron Corporation Cooper Energy Services Division.
3. Technical Services Agreement, dated December 8, 2003, between GM (EMD) and The Long Island Railroad Company.
4. Blanket Contract (02-S-00061), dated as of October 1, 2002, by and between Transportation Technology Center, Inc. and Electro-Motive Division of GM.
5. Memorandum of understanding between Electro-Motive Division of GM and Ludinovsky locomotive Guilding Works/VNIIZHT, April 21-23, 1993
6. HTCR Radial Bogie Technology License and Service Contract, dated June 8, 2001, between GM, China National Industrial Machinery Import and Export Company and Ziyang Diesel Locomotive Works.
7. Supply Contract, dated June 8, 2001, between GM, China National Industrial Machinery Import and Export Company and Ziyang Diesel Locomotive Works.

8. Agreement, dated October 2, 1996, between GM and Commercial Center Teplovozputymashservice Limited.
9. Agreement for the Design and Manufacture of Locomotives, dated December 18, 1997, between GEC Aslthom-Transporte S.A. and GM acting through its Electro-Motive Division. Amendment No. 1, dated January 29, 1998.
10. Work for Others Agreement, signed November 21, 2000, between The University of Chicago as Operator of Argonne National Laboratory Operating under Prime Contract No. W-31-109-ENG-38 for the U.S. Department of Energy and Electro-Motive Division of GM.
11. Academic Partnerships Master Agreement, dated October 18, 1996, between GM and the Illinois Institute of Technology. Letter of Extension, dated December 17, 1999. Incorporation of Exhibit A, dated May 4, 2000. Faculty Confidentiality and Invention Agreement, dated May 5, 2000.
12. Software License Agreement, dated August 2, 1999, between GM acting through its Electro-Motive Division (the licensee) and The Boeing Company.
13. Master Software License Agreement, dated June 25, 2003, between Vector CANtech Inc. and the Electro-Motive Division of GM.
14. GM Software License Agreement, dated May 1, 2002, between the Electro-Motive Division of GM and Electro Corporation, d/b/a Invensys Sensor Systems.
15. Software License Agreement, dated April 3, 2002, between Wabtec and the Electro-Motive Division of GM.
16. Trademark License Agreement, dated February 29, 2004, between GM acting through its Electro-Motive Division and Bachmann Europe Plc.
17. Trademark License Agreement, dated February 16, 2004, between GM acting through its Electro-Motive Division and Overland Models Inc.
18. Software licenses and related maintenance agreements with the following Persons, but only to the extent currently used by the Business:
  - Oracle – approximately 1,650 licenses, subject to reduction as contemplated by the Transition Services Agreement
  - Lotus Notes – approximately 1,711 licenses and the related Lotus Notes database and indexing
  - Unigraphics – a “concurrent use” license from Unigraphics
  - McAfee virus protection
19. Agreement with Technology Solutions Company (TSC), but only to the extent it relates to the business (Center of Excellence operations for supporting the Business’s SAP environment).

20. Agreement with Hewlett Packard (HP), but only to the extent that it relates to the business (hosting support for the Business's SAP environment).
21. Agreements with respect to the maintenance of software packages running in the business's information technology environment, but only to the extent they relate to the business.
22. Agreements with Xerox running in the business's information technology environment, but only to the extent they relate to the business

#### **Royalty and Exclusivity Agreements**

1. Royalty and Exclusivity Agreement, dated July 1, 2001, between Franklin Power Products, Inc. and Electro-Motive Division of GM.
2. MUI Injector Royalty and Exclusivity Agreement, dated October 1, 1998, between Interstate Diesel Service, Inc. and Electro-Motive Division of GM. Addendum No. 1; Addendum No. 2, dated June 11, 2004.
3. Royalty and Exclusivity Agreement, dated September 1, 1998, between Clark Filter Company and Electro-Motive Division of GM.
4. Royalty and Exclusivity Agreement, dated December 13, 2000, between GM (EMD) and Park-Ohio Industries, Inc, Forged and Machined Products Division.
5. Royalty Agreement, dated March 8, 2002, between Super Steel Products, Corp. and Electro-Motive Division of GM.
6. Exclusivity Agreement, dated April 25, 2002, between Electro-Motive Division of GM and Paragon Products Incorporated.
7. Royalty/Exclusivity Agreement, dated August 24, 2000, between Electro-Motive Division of GM and Elcon, Inc.
8. Permitted Product Sales and Royalty Agreement, dated August 1, 2003, between Southern Apparatus Services Incorporation and GM (EMD). Letter of confirmation, dated August 27, 2003.
9. Permitted Product Sales, Royalty, and Technical Support Agreement for Armatures and Armature Coils, dated January 1, 2003, between GM (EMD) and IEC Holden.
10. Patent Assignment dated July 7, 2004 from GM to Magnus, LLC (Patent No. 4,940,002).

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF                                )  
                                              ) ss.:  
COUNTY OF                                )

KNOW ALL MEN BY THESE PRESENTS, that ELECTRO-MOTIVE DIESEL, INC. having an office at 9301 W. 55<sup>th</sup> Street, La Grange, Illinois 60525-3211, hereby appoints and constitutes, GENERAL MOTORS CORPORATION, as Noteholder Agent (“the Noteholder Agent”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Noteholder Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Noteholder Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

3. This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and the Noteholder Agent (the “Trademark Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Secured Obligations”, as such term is defined in the Trademark Agreement, are paid in full and the Trademark Agreement is terminated in writing by the Noteholder Agent.

Dated: \_\_\_\_\_, 2005

ELECTRO-MOTIVE DIESEL, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On the \_\_\_ day of \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the \_\_\_\_\_ of ELECTRO-MOTIVE DIESEL, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public