

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Motors Corporation		04/04/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Electro-Motive Diesel, Inc.
Street Address:	9301 West 55th Street
City:	LaGrange
State/Country:	ILLINOIS
Postal Code:	60525
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
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
Serial Number:	78386638	ECO
Serial Number:	78116450	SMART CONSIST
Serial Number:	78112621	INTELLI*TRAIN

CORRESPONDENCE DATA

Fax Number: (312)236-8176
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3122368500
 Email: ajirut@cammcm.com
 Correspondent Name: Cook, Alex, McFarron, Manzo, et al.

CH \$240.00 2708051

Address Line 1: 200 West Adams Street, Suite 2850
Address Line 2: Attn: Panasarn Aim Jirut
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Panasarn Aim Jirut
Signature:	/Panasarn Aim Jirut/
Date:	04/18/2005

Total Attachments: 5
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TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (this "Assignment") is made as of this 4th day of April, 2005, by and between GENERAL MOTORS CORPORATION a Delaware corporation ("Assignor"), and ELECTRO-MOTIVE DIESEL, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are party to a Purchase and Sale Agreement, dated as of January 11, 2005, as amended (the "Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire certain Transferred Assets (as defined in the Agreement) including, without limitation, the United States trademark registrations, service mark registrations, pending trademark applications and pending service mark applications set forth on Schedule A attached hereto, the foreign trademark registrations, service mark registrations, pending trademark applications and pending service mark applications set forth on Schedule B attached hereto (collectively, the "Marks"), and the unregistered trademarks, service marks and the trade names set forth on Schedule C attached hereto (the "Trade Names"), and the goodwill of the business associated therewith; and

WHEREAS, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Marks and Trade Names, together with the goodwill of the business in connection with which the Marks and the Trade Names are used;




NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the Marks and Trade Names, both U.S. and foreign, together with the goodwill of the business with respect to which the Marks and Trade Names have been registered or used, and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present or future infringement of the rights assigned herein.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark offices or agencies of all foreign countries, to record Assignee as assignee and owner of any and all of Assignor's rights in, to and under the Marks and Trade Names and to issue to Assignee any and all registrations resulting from said applications, or any renewals of said registrations.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and may be executed and delivered by facsimile, and all of such counterparts and facsimiles together shall constitute a single instrument.

[Signature page follows]

Schedule A
U.S. Registered 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; 2 nd renewal 4/29/99	“EMD Interlaced II” – United States trademark for the Electro- Motive Division 
8.	0678014 - Registered 5/05/59; 2 nd renewal 5/7/99	“EMD Interlaced II” – United States trademark for the Electro- Motive Division 
9.	0675174 - Registered 3/10/59; 2 nd renewal 4/29/99	“EMD Interlaced II” – United States trademark for the Electro- Motive Division 
10.		FIRE (EMD’s universal computer platform for cab display and wireless communications)

Schedule B
Foreign Registered Trademarks and Trademark Applications

	Application or Registration No.	Description
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REDACTED

Schedule C
Unregistered Trademarks and Trade Names

REDACTED

CONFIDENTIAL