

Form PTO-1594

(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):FM Industries, Inc.
600 Progress Drive
Albertville, AL 35950☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ OtherCitizenship Texas CorporationExecution Date(s) March 24, 2005Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No**2. Name and Address of receiving party(ies)**Additional name(s) & address(es) attached? ☐ Yes ☒ NoName: General Electric Capital Corporation

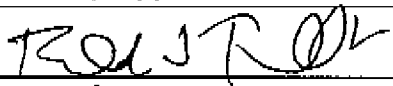
Internal Address: _____

Street Address: 500 West Monroe StreetCity: ChicagoState: ILCountry: USA Zip: 60661☐ Association – Citizenship _____
☐ General Partnership – Citizenship _____
☐ Limited Partnership – Citizenship _____
☒ Corporation – Citizenship Delaware
☐ Other _____
☐ Citizenship _____If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No.**3. Nature of conveyance:**☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☒ Other Trademark Security Agreement**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

78323651 76615490 76615523

B. Trademark Registration No(s).

**851859 1320112 1538089
1969806**Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**Ronald J. Turiello, Jr., Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (212) 735-3697
RTURIELL@skadden.com**6. Total number of applications and registrations involved: 7****7. Total fee (37 CFR 1.21(h) and 3.41) \$160**☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 139900/0493)**8. Payment Information**Deposit Account No. 19-2385Authorized user Name: Faith C. Robinson**9. Signature.**

Signature

Ronald J. Turiello, Jr., Esq.

Name of Person Signing

April 21, 2005

Date

Total number of pages including cover sheet, and documents:

12

CONTINUATION OF ITEM 1. Name and Address of Conveying Party(ies)

Chemetron Railway Products, Inc.
1600 Progress Drive
Albertville, AL 35950
Delaware Corporation

Progress Rail Services Corporation
1600 Progress Drive
Albertville, AL 35950
Alabama Corporation

Progress Vanguard Corporation
1600 Progress Drive
Albertville, AL 35950
Delaware Corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 24, 2005, is made between each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GECC"), as U.S. collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the benefit of itself and the U.S. Secured Parties.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of March 24, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Progress Rail Services Holdings Corp. (the "Parent"), each of Parent's domestic subsidiaries identified on the signature pages thereof (the Parent and such subsidiaries, collectively, the "U.S. Borrowers"), Progress Rail Canada Corporation, Progress Rail Transcanada Corporation (the "Canadian Borrowers"; the Canadian Borrowers and the U.S. Borrowers, collectively, the "Borrowers"), GECC, as U.S. Administrative Agent, GE Capital Finance Holding Co., as Canadian Administrative Agent, the Lenders and the other parties thereto, the U.S. Administrative Agent, the Canadian Administrative Agent, the Lenders and the other parties thereto have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS pursuant to that certain Domestic Pledge and Security Agreement, of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantors and Collateral Agent, each Grantor has granted to the Collateral Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Borrowers under the Credit Agreement; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks, and the Administrative Agents to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Collateral Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following

Collateral of such Grantor, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks will not be deemed Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Collateral:

- (i) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain liable for all obligations under the Collateral, and shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably

necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder.

Section 6. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 7. Governing Law

This agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FM INDUSTRIES, INC.,
as Grantor

By: 

Name: *William P. Ainsworth*
Title: *Chief Executive Officer and President*

CHEMETRON RAILWAY PRODUCTS, INC.,
as Grantor

By: 

Name: *William P. Ainsworth*
Title: *Chief Executive Officer*

PROGRESS RAIL SERVICES CORPORATION,
as Grantor

By: 

Name: *William P. Ainsworth*
Title: *Chief Executive Officer and President*

PROGRESS VANGUARD CORPORATION,
as Grantor

By: 

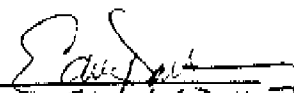
Name: *William P. Ainsworth*
Title: *President*

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003103 FRAME: 0313

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as U.S. Collateral Agent

By: 
Name: *Edward N. Parkes IV*
Title: *Vice President*

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003103 FRAME: 0314

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Alabama)
COUNTY OF Marshall) ss.

On this 18th day of March, 2005 before me personally appeared W.P. Ainsworth who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FM INDUSTRIES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Draine W. Eak

Notary Public

Commission Expires: June 30, 2005

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003103 FRAME: 0315

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Alabama)
COUNTY OF Marshall) SS.

On this 18th day of March, 2005 before me personally appeared W.P. Ainsworth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHEMETRON RAILWAY PRODUCTS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Disha George
Notary Public



TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003103 FRAME: 0316

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Alabama)
COUNTY OF Marshall) ss.

On this 18th day of March, 2005 before me personally appeared W. P. Ainsworth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PROGRESS RAIL SERVICES CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Diane W. Eaten
Notary Public

Commission Expires: June 30, 2005

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003103 FRAME: 0317

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Alabama)
) ss.
COUNTY OF Marshall)

On this 18th day of March, 2005 before me personally appeared W.R. Ainsworth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PROGRESS VANGUARD CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Diane W. Eakin
Notary Public

Commission Expires: June 30, 2005

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003103 FRAME: 0318

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Party	Trademark	Filing Date	Registration No.
Progress Rail Services Corporation	KERSHAW	US; December 30, 1966	851,859
Progress Rail Services Corporation	KERSHAW	US; October 31, 1983	1,320,112
Progress Rail Services Corporation	ROCK BAT 785643	US; November 5, 2003	78/323,651 (app. no.)
Progress Rail Services Corporation	PROGRESS RAIL SERVICES (Stylized)	October 7, 2004	76/615,490 (app. no.)
Progress Rail Services Corporation	PROGRESS RAIL SERVICES Plus Design	October 7, 2004	76/615,523 (app. no.)
Progress Rail Canada Corporation	CB & DIAMOND Design	Canada; July 26, 1985	TMA316738
Progress Rail Canada Corporation	CB and Design	Canada; July 27, 1977	TMA 232934
Progress Rail Canada Corporation	DIAMOND BRONZE	Canada; July 26, 1985	TMA 320826
Progress Rail Canada Corporation	IMPREGNASEAL (new application)	Canada; September 7, 2004	1,229,837 (app. no.)
Progress Vanguard Corporation	VANGUARD PROCESS	Australia; January 8, 1996	700,284
Progress Vanguard Corporation	VANGUARD PROCESS	CTM; January 4, 1996	205,369
Progress Vanguard Corporation	VANGUARD	China; August 7, 1996	861,856
FM Industries, Inc.	FREIGHT-SAVER	April 29, 1988	1,538,089
F M Industries, Inc.	FREIGHT MASTER	April 5, 1995	1,969,806
FM Industries, Inc.	FREIGHT MASTER	Canada; December 1, 1964	TMA149027

Schedule I to Trademark Security Agreement

1-NY/1886340.2

RECORDED: 04/22/2005

**TRADEMARK
REEL: 003103 FRAME: 0319**