

08-04-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103055565

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

07-52-07

1. Name of conveying party(ies)/Execution Date(s):

ELECTRO-MOTIVE DIESEL, INC.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other: _____

Citizenship (see guidelines) USA

Execution Date(s) 4/4/05

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Capital Finance Corporation (Central), as Agent

Internal Address: _____

Street Address: 150 South Wacker Drive - Suite 2200

City: Chicago

State: IL

Country: USA

Zip: 60606-4202

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship IL
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE EXHIBIT A ANNEXED HERETO

B. Trademark Registration No.(s) SEE EXHIBIT A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Helen M. Linehan

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-661-9100 X 709

Fax Number: 917-368-7111

Email Address: hlinehan@oshr.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name: _____

9. Signature:

Helen M. Linehan
Signature

7/25/05
Date

08/04/2005 DBYRME 00000002 2700051

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP
Helen M. Linehan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 24

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003200 FRAME: 0549

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated April 4, 2005, is by and between ELECTRO-MOTIVE DIESEL, INC., a Delaware corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), formerly known as Congress Financial Corporation (Central), an Illinois corporation, in its capacity as agent (in such capacity, together with its successors and assigns, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor 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, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan 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 "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises 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 Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, 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 Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest, fees, charges, expenses and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of the Debtor to Secured Party or any Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

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

(a) Debtor shall pay and perform all of the 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 Loan Agreement, (ii) the security interests permitted under the Loan 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 Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender 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 Secured Party 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 Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this 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 Agreement, execute and deliver to Secured Party 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 Secured Party's exercise of the rights and remedies granted to Secured Party 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) Secured Party 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 Secured Party in good faith, to preserve, defend, protect, maintain, record or enforce the 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 Secured Party for any such payment, which payment shall be deemed an

advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness owing to Secured Party and Lenders under in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall provide Secured Party 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 Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments and such other documents as may be requested by Secured Party 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 Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not, without providing Secured Party 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 notify Secured Party promptly 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 Secured Party shall in good faith determine is necessary, to Secured Party and Lenders 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 Secured Party's interests and Lenders' 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 Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party or any Lender 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 Secured Party 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 Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's 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 Secured Party, and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) incurred by Secured Party and Lenders 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 Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the 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 Secured Party and Lender under in the Loan Agreement and shall be part of the Obligations secured hereby.

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

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 Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, and subject to 15 U.S.C. §1060(a)(1), Secured Party 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) Secured Party 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. Secured Party 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 Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party 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) Secured Party 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. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party 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, Secured Party 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 Secured Party and Lenders 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 Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party 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 Secured Party or Lenders. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness owing to Secured Party and Lenders under in the Loan Agreement.

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

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, 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 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 Secured Party 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 Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this 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 Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party 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 its address set forth herein and 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 Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within forty-five (45) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS 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 SECURED PARTY EACH 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 SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders 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 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 Secured Party or such Lender 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 to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Electro-Motive Diesel, Inc.
 9301 W. 55th Street
 La Grange, Illinois 60525-3211
 Attention: General Counsel
 Telephone No.: 708-387-6208
 Telecopy No.: 708-387-6501

with a copy to: Ropes & Gray LLP
 One International Place
 Boston, Massachusetts 02110-2624
 Attention: Philip J. Smith, Esq.
 Telephone No.: (617) 951-7000
 Telecopy No.: (617) 951-7050

If to Secured Party: Wachovia Capital Finance Corporation, as Agent
 150 South Wacker Driver, Suite 2200
 Chicago, Illinois 60606-4202
 Attention: Portfolio Manager
 Telephone No.: 312-332-0420
 Telecopy No.: 312-332-0424

(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, Secured Party and any Lender 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 Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the Loan Agreement. 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 Loan Agreement.

(c) This Agreement and any other document referred to herein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this 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.

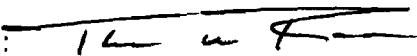
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed 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 Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender 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 Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ELECTRO-MOTIVE DIESEL, INC.

By: 

Title: Vice President & General Counsel

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

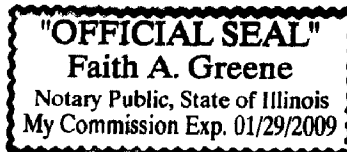
By: _____

Title: _____

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

On the 30 day of MARCH, 2005, before me personally came THOMAS WRISSEMAN, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the VPIGC 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



IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ELECTRO-MOTIVE DIESEL, INC.

By: _____

Title: _____




WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent











By:  _____

Title: DIRECTOR _____

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 Guiding Works/VNII ZHT, 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 A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARK APPLICATION NO.	TRADEMARK REGISTRATION NO.
78386638	2708051
78116450	2161743
78112621	1909203
	0675543
	0678014
	0675174

520444.1

RECORDED: 07/25/2005

TRADEMARK
REEL: 003200 FRAME: 0570