

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Railcar Industries, Inc.		11/16/2005	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACF Industries LLC		
<b>Street Address:</b>	101 Clark Street		
<b>City:</b>	St. Charles		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63301		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0621702	ACF	
<b>Registration Number:</b>	1861310	ACF QUALITY ON TARGET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)612-2323		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-621-5070		
<b>Email:</b>	gashbrook@armstrongteasdale.com		
<b>Correspondent Name:</b>	Andrew B. Mayfield		
<b>Address Line 1:</b>	One Metropolitan Square, Suite 2600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2740		
<b>ATTORNEY DOCKET NUMBER:</b>	17559-21		
<b>NAME OF SUBMITTER:</b>	Andrew B. Mayfield		
<b>Signature:</b>	/ABM-ATLLP/		
<b>Date:</b>	12/20/2005		

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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") effective the 16<sup>th</sup> day of November, 2005 by American Railcar Industries, Inc., a Missouri corporation, having a place of business at 100 Clark Street, St. Charles, Missouri 63301 (hereinafter "ARI"), and ACF Industries LLC, a Delaware limited liability company, formerly known as ACF Industries, Inc., having a place of business at 101 Clark Street, St. Charles, Missouri 63301 (hereinafter "ACF").

WHEREAS, ARI and ACF are owners of respective ARI and ACF Trademarks (as defined below) relating to the railway industry including those trademarks (whether registered or unregistered), trade names, trade dress, service marks, logos, and all goodwill of the business symbolized by and associated with the ARI and ACF Trademarks, registrations and applications for registration including, without limitation, foreign counterparts, and all rights of whatever form whatsoever, used by ARI and ACF in connection with its respective businesses (hereinafter referred to as the "ARI Trademarks" and the "ACF Trademarks") as listed on Exhibit A; and

WHEREAS, ARI is desirous of assigning the ARI Trademarks to ACF and ACF is desirous of assigning the ACF Trademarks to ARI.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ARI and ACF, ARI and ACF hereby agree as follows:

1. Assignment.

(i) ARI hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to ACF, its successors and assigns forever, the entire title, right, interest, ownership, goodwill and all subsidiary rights in and to the ARI Trademarks, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the respective ARI Trademarks or the registrations thereof or such associated goodwill of the business symbolized by and associated with the ARI Trademarks;
- (b) the right to secure registrations therein in ACF's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in ACF's sole discretion whether or not any registrations or applications for registration of the respective ARI Trademarks shall be preserved and maintained or registered.

(ii) ACF hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to ARI, its successors and assigns forever, the entire title, right, interest, ownership, goodwill and all subsidiary rights in and to the ACF Trademarks, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the respective ACF Trademarks or the registrations thereof or such associated goodwill of the business symbolized by and associated with the ACF Trademarks;
- (b) the right to secure registrations therein in ARI's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in ARI's sole discretion whether or not any registrations or applications for registration of the respective ACF Trademarks shall be preserved and maintained or registered.

2. Power of Attorney.

(i) ARI does hereby constitute and appoint ACF, its successors and assigns, as ARI's true and lawful attorney, with full power of substitution for ARI, and in its name, place and stead or otherwise, but on behalf of and for the benefit of ACF, its successors and assigns, to take all actions and execute all documents on behalf of ARI necessary to effect the assignment set forth in Section 1 hereof, and from time to time to institute and prosecute in ARI's name or otherwise, but at the direction and expense and for the benefit of ACF and its successors and assigns, any and all proceedings at law, in equity or otherwise, which ACF, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the ARI Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said ARI Trademarks and to do any and all such acts and things in relation thereto as ACF, its successors or assigns shall deem advisable, ARI hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by ARI in any manner or for any reason, and

(ii) ACF does hereby constitute and appoint ARI, its successors and assigns, as ACF's true and lawful attorney, with full power of substitution for ACF, and in its name, place and stead or otherwise, but on behalf of and for the benefit of ARI, its successors and assigns, to take all actions and execute all documents on behalf of ACF necessary to effect the assignment set forth in Section 1 hereof, and from time to time to institute and prosecute in ACF's name or otherwise, but at the direction and expense and for the benefit of ARI and its successors and assigns, any and all proceedings at law, in equity or otherwise, which ARI, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the ACF Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said ACF Trademarks and to do any and all such acts and things in relation thereto as ARI, its successors or assigns shall deem advisable, ACF hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by ACF in any manner or for any reason,

3. Further Assurances.

(i) Upon the request of either ARI or ACF, or in case for any reason the Power of Attorney set forth in Section 2 hereof is insufficient to effect the assignment set forth in Section 1 hereof or effect any other purpose set forth in Section 2 hereof, each of ARI and ACF agree for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as either ARI or ACF may reasonably request to effectuate fully the assignment contained in Section 1 hereof and the purposes set forth in Section 2 hereof.

NOTWITHSTANDING anything else to the contrary herein and other than the ARI Trademarks and ACF Trademarks, nothing in this Trademark Assignment shall grant, transfer, assign, sell, convey or otherwise relinquish any other intellectual property rights owned by either ARI and ACF.

*Remainder of Page Left Intentionally Blank*

IN WITNESS WHEREOF, ARI has caused this Trademark Assignment to be executed as a sealed instrument as of the date first stated above by its officer thereunto duly authorized.

AMERICAN RAILCAR INDUSTRIES, INC.

By: James J. Unger

Name: James J. Unger

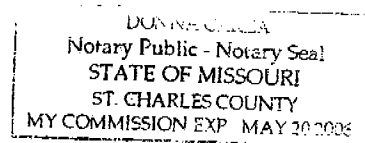
Title: President and CEO

Date: November 16, 2005

STATE OF MISSOURI  
COUNTY OF: ST. CHARLES

In said County and State, before me this 16th day of November 2005, personally appeared James J. Unger, of American Railcar Industries, Inc., known to me to be the person whose name is subscribed to the foregoing assignment and he acknowledged that he executed the same as an officer of American Railcar Industries, Inc. as a free act and deed for the purposes therein contained.

Donna Garcia  
Notary Public  
My commission expires: \_\_\_\_\_



IN WITNESS WHEREOF, ACF has caused this Trademark Assignment to be executed as a sealed instrument as of the date first stated above by its officer thereunto duly authorized.

ACF INDUSTRIES LLC

By: William L. Finn

Name: William L. Finn  
Title: President and CEO  
Date: November 16, 2005

STATE OF MISSOURI  
COUNTY OF: ST. CHARLES

In said County and State, before me this 16<sup>th</sup> day of November 2005, personally appeared William L. Finn, of ACF Industries LLC, known to me to be the person whose name is subscribed to the foregoing assignment and he acknowledged that he executed the same as an officer of ACF Industries LLC as a free act and deed for the purposes therein contained.

Mark A. Crinnion  
Notary Public  
My commission expires: 6-6-2007



**Exhibit A to Trademark Assignment**

<b>ARI TRADEMARKS</b>		
<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
ACF and Design	621,702	February 21, 1956
ACF QUALITY ON TARGET and Design	1,861,310	November 1, 1994

<b>ACF TRADEMARKS</b>		
<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
PRESSUREAIDE	Canada TMA 374498	October 19, 1990
CENTERFLOW	Mexican Reg. No. 412975	September 27, 1999

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