

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westinghouse Brake and Signal Holdings Limited		07/13/2006	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, London Branch
Street Address:	1 Great Winchester Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78327290	WESTLOCK
Serial Number:	78249622	SYSTEMATICS
Serial Number:	78261487	FUTUR F
Serial Number:	72455892	W
Serial Number:	72455755	WESTCODE

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172390632
 Email: agrandy@eapdlaw.com
 Correspondent Name: Adam M. Grandy
 Address Line 1: 111 Huntington Avenue
 Address Line 2: Edwards Angell Palmer & Dodge LLP
 Address Line 4: Boston, MASSACHUSETTS 02135

CH \$140.00 78327290

ATTORNEY DOCKET NUMBER:

300045-1

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

07/13/2006

Total Attachments: 6

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CHEESWRIGHTS

NOTARIES PUBLIC

N P Ready
R M Campbell
J B Burgess
E Gardiner
A J Claudet
I A Rogers

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WILLIAM EDWARD SPINNEY subscribed to the document hereunto annexed, such signature having been subscribed in my presence by the said William Edward Spinney, duly authorised attorney of the company styled WESTINGHOUSE BRAKE AND SIGNAL HOLDINGS LIMITED of London, England, under and by virtue of a power of attorney dated 24 May 2006;

AND I DO FURTHER CERTIFY the genuineness of the signatures of MARIA DE LELLIS and CRAIG GREGORY ROBERT HOEPFL also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Maria de Lellis and Craig Gregory Robert Hoepfl, together duly authorised signatories of the corporation styled DEUTSCHE BANK AKTIENGESELLSCHAFT, incorporated in the Federal Republic of Germany and having a branch London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of July in the year two thousand and six.



My Commission Expires with Life

E-mail : notary@cheeswrights.co.uk

10 Philpot Lane London EC3M 8BR
Tel : 020 7623 9477
Fax : 020 7623 5428

www.cheeswrights.co.uk

Canary Wharf Office
Tel : 020 7712 1565

DX 627 / London City EC3



REEL: 003347 FRAME: 0771

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Westinghouse Brake and Signal Holdings Limited (the **Grantor**), a England & Wales corporation whose registered address is located at Portland House, Bressenden Place, London, SW1E 5BF, is the owner and user of the United States registered trademarks and/or the owner of the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) that certain Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the **Security Agreement**) made between, amongst others, the Grantor and Deutsche Bank AG London Branch, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks; and
 - (2) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the **Credit Agreement**) made between, amongst others, the Grantor, as guarantor, HSBC Bank plc and the Security Agent.
- (C) The parties to the Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, the terms defined in this Trademark Security Agreement have the meanings defined in the Security Agreement (including by reference).

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby reconfirms the terms of the Security Agreement and the Credit Agreement. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in to and under the following collateral of the Grantor (the **Trademark Collateral**):

- (a) the Trademarks;

- (b) the good will of the business symbolized by the Trademarks;
- (c) the registrations and/or applications for registration of the Trademarks; and
- (d) all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks.

Section 3. Security Agreement and Credit Agreement

This Trademark Security Agreement has been entered into in connection with the Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Credit Agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

Section 4: Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 5. Counterparts

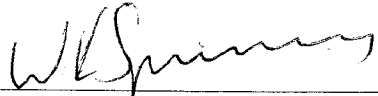
This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 13th day of July, 2006.

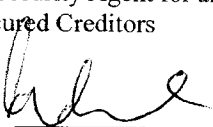
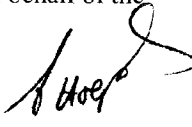
Grantor

WESTINGHOUSE BRAKE AND SIGNAL
HOLDINGS LIMITED

By: 
Name: WILLIAM SPINNERY
Title: ATTORNEY-IN-FACT

Security Agent

DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent for and on behalf of the
Secured Creditors

By:  
Name: M Debellis C. HOEPF
Title: VP AUP

SCHEDULE A

WESTINGHOUSE BRAKE AND SIGNAL HOLDINGS LIMITED

TRADEMARKS AND TRADEMARK APPLICATIONS

Item Number	Trade Mark	Country in which TM is registered	Registration Number	Filing Date	Registration Date	Chargor
1.	WESTLOCK	US	3067402 / 78/327290	13 November 2003	14 March 2006 14 March 2012 Declaration	Westinghouse Brake & Signal Holdings Limited
2.	SYSTEMATICS	US	3000662 / 78/249622	14 May 2003	05 July 2005 05 July 2011 Declaration	Westinghouse Brake & Signal Holdings Limited
3.	FUTUR and F Design	US	App. No. 78/261487	12 June 2003	Published 28 March 2006	Westinghouse Brake & Signal Holdings Limited
4.	W-in-Circle	US	1024364 / 72/455892	27 April 1973	04 November 1975 No record of renewal in 2005	Westinghouse Brake & Signal Holdings Limited
5.	WESTCODE	US	1041517 / 72/455755	27 April 1973	15 June 1976 Renewal filed 6/2006	Westinghouse Brake & Signal Holdings Limited

