

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Greenbrier Leasing Corporation		08/29/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Greenbrier Leasing Company LLC
Street Address:	One Centerpointe Drive
Internal Address:	Suite 200
City:	Lake Oswego
State/Country:	OREGON
Postal Code:	97035
Entity Type:	LIMITED LIABILITY COMPANY: OREGON

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2167323	AUTOSTACK
Registration Number:	1735257	GOLDEN WEST SERVICE
Registration Number:	1663048	AUTOSTACK
Registration Number:	1660414	AUTOSTACK
Registration Number:	1614609	AUTOSTACK
Registration Number:	1550518	THE GREENBRIER COMPANIES

**CORRESPONDENCE DATA**

Fax Number: (503)684-7553  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 503-684-7000  
 Email: jim.hilsenteger@gbrx.com  
 Correspondent Name: James A. Hilsenteger  
 Address Line 1: One Centerpointe Drive  
 Address Line 2: Suite 200

OP \$165.00 2167323

Address Line 4: Lake Oswego, OREGON 97035

NAME OF SUBMITTER: James A. Hilsenteger

Signature: /James A. Hilsenteger/

Date: 12/21/2006

**Total Attachments: 7**

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Phone: (503) 986-2200  
Fax: (503) 378-4381

Articles of Conversion—Business Entities

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

REGISTRY NUMBER: \_\_\_\_\_

In keeping with Oregon Statute 192.410-192.595, the information on the application is public record.  
We must release this information to all parties upon request and it may be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink.

1) NAME OF BUSINESS ENTITY PRIOR TO CONVERSION

Greenbrier Leasing Corporation

2) TYPE OF BUSINESS ENTITY PRIOR TO CONVERSION

Business Corporation

3) NAME OF BUSINESS ENTITY AFTER CONVERSION

Greenbrier Leasing Company LLC

4) TYPE OF BUSINESS ENTITY AFTER CONVERSION

Limited Liability Company

5)  A COPY OF THE PLAN OF CONVERSION IS ATTACHED.

6) PROVIDE ADDITIONAL INFORMATION REQUIRED FOR NEW ENTITY TYPE

1. The conversion shall become effective at 11:59 P.M. Pacific Time on August 29, 2005.

2. The duration of Greenbrier Leasing Company LLC shall be perpetual.

3. The sole Member of Greenbrier Leasing Company LLC is: The Greenbrier Companies, Inc.,  
One Centerpointe Drive, Suite 200, Lake Oswego, Oregon 97035

4. The sole Manager of Greenbrier Leasing Company LLC is: William A. Furman, One Centerpointe Drive,  
Suite 200, Lake Oswego, Oregon 97035

7) EXECUTION

Signature

Printed Name

William A. Furman

Title

Chief Executive Officer

8) CONTACT NAME (To resolve questions with this filing.)

Michael J. Millender

DAYTIME PHONE NUMBER (Include area code.)

(503) 802-2164

**FEES**

Required Processing Fee \$50  
Confirmation Copy (Optional) \$5  
Processing Fees are nonrefundable.

Please make check payable to  
"Corporation Division."

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

**STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A DELAWARE CORPORATION  
TO A NON-DELAWARE ENTITY  
PURSUANT SECTION 266 OF THE  
GENERAL CORPORATION LAW**

- 1.) The name of the Corporation is Greenbrier Leasing Corporation  
(and if changed the name under which it's  
certificate of incorporation was originally filed was \_\_\_\_\_.)
- 2.) The date of filing of its original certificate of incorporation with the Secretary of State is  
December 29, 1969.
- 3.) The jurisdiction to which the corporation shall convert to is Oregon  
and the name in which the entity shall be known as is Greenbrier Leasing Company LLC
- 4.) The future effective date or time of the conversion if it is not to be effective upon the filing  
of the certificate of conversion to non-Delaware entity is August 29, 2005.
- 5.) The conversion has been approved in accordance with this section;
- 6.) The corporation may be served with process in the State of Delaware in any action, suit or  
proceeding for enforcement of any obligation of the corporation arising while it was a  
corporation of the State of Delaware, and that it irrevocably appoints the Secretary of State as  
its agent to accept service of process in any such action, suit or proceeding.
- 7.) The address to which a copy of the process shall be mailed to by the Secretary of State  
is One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035.

By:   
Authorized Officer

Name: William A. Furman, CEO  
Print or Type Name and Title

**GREENBRIER LEASING CORPORATION**

**MEMORANDUM OF UNANIMOUS CONSENT**  
of  
**SOLE DIRECTOR**  
and  
**SOLE SHAREHOLDER**

The undersigned, being the sole member of the Board of Directors and the holder of all of the outstanding shares of Common Stock, without par value, of Greenbrier Leasing Corporation, a Delaware corporation (the "Company"), hereby consent to the following action of the Company pursuant to Sections 141 and 228 of the Delaware General Corporation Law by unanimous consent of the Board of Directors and the sole shareholder and in lieu of meetings, effective August 15, 2005:

**RESOLVED**, that the Company shall convert the form of entity under which it transacts its business from a corporation subject to the provisions of the Delaware General Corporation Law to a limited liability company organized under Chapter 63 of Oregon Revised Statutes; and

**RESOLVED FURTHER**, that the Board of Directors of the Company hereby approves and adopts the Plan of Conversion (the "Plan") in the form appended to this Memorandum of Consent; and

**RESOLVED FURTHER**, that the Board of Directors recommends to the sole shareholder that the sole shareholder vote in favor of approval and adoption of the Plan; and

**RESOLVED FURTHER**, that the sole shareholder of the Company hereby approves and adopts the Plan; and

**RESOLVED FURTHER**, that the Chief Executive Officer, the President or any Vice President of the Company (each an "Authorized Officer"), in consultation with the Company's legal counsel, acting individually or together, are authorized and directed to approve, execute, deliver and file, in the name and on behalf of the Company, all such consents, proxies, documents, instruments and certificates, as may be considered necessary, advisable or appropriate to effect or carry out the purpose and intent of the foregoing resolutions, including, but not limited to, filing a Certificate of Conversion with the Delaware Secretary of State and Articles of Conversion with the Oregon Secretary of State, containing such terms, consistent with the Plan, as shall be approved by the Authorized Officer executing

the same, such approval being conclusively evidenced by such execution by the Authorized Officer; and

**RESOLVED FURTHER**, that this Memorandum of Consent may be signed by the sole shareholder and the sole director in one or more identical counterparts and shall be effective as the act of the Company when at least one such counterpart shall have been signed by the sole shareholder and the sole Director of the Company; and

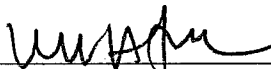
**RESOLVED FURTHER**, that signatures on a counterpart of this Memorandum of Consent which are transmitted by facsimile or other electronic means shall, for all purposes, be treated the same as manual handwritten signatures hereon.

**DIRECTOR:**

  
\_\_\_\_\_  
William A. Furman

**SHAREHOLDER:**

THE GREENBRIER COMPANIES, INC.

By:   
\_\_\_\_\_  
William A. Furman, President and  
Chief Executive Officer

## PLAN OF CONVERSION

of

### GREENBRIER LEASING CORPORATION

into

### GREENBRIER LEASING COMPANY LLC

Greenbrier Leasing Corporation adopts this Plan of Conversion pursuant to Section 266 of the Delaware General Corporation Law and Section 63.470(1) of Oregon Revised Statutes.

1. **Pre-conversion Business Entity.** Prior to the Effective Time, the name and type of the business entity are:

#### GREENBRIER LEASING CORPORATION

a corporation subject to the provisions of the Delaware General Corporation Law

2. **Post-conversion Business Entity.** At the Effective Time, and following the conversion, the name and type of the business entity are and shall be:

#### GREENBRIER LEASING COMPANY LLC

a limited liability company organized under Chapter 63 of Oregon Revised Statutes

3. **Effective Time.** The conversion shall become effective at 11:59 P.M. Pacific Time on August 29, 2005 (the "**Effective Time**").
4. **Effects of Conversion.** At and following the Effective Time, (a) the existence of the business entity shall continue despite the conversion; (b) title to all real and other property owned by Greenbrier Leasing Corporation shall automatically be vested in Greenbrier Leasing Company LLC without reversion or impairment; (c) all obligations of Greenbrier Leasing Corporation, including, without limitation, contractual, tort, statutory and administrative obligations, shall automatically become the obligations of Greenbrier Leasing Company LLC; and (d) all other effects of the conversion specified in Section 266 of the Delaware General Corporation Law and Section 63.479 of Oregon Revised Statutes shall be in effect, as applicable.
5. **Conversion of Ownership Interests.** At the Effective Time, each outstanding share of the Common Stock, without par value, of Greenbrier Leasing Corporation shall automatically, and by operation of law, and without the necessity of any further action, be converted into, and shall become, one undivided unit of ownership of Greenbrier Leasing Company LLC. Certificates which, prior to the Effective Time, represented shares of the Common Stock of Greenbrier Leasing Corporation shall, at and following the Effective

Time, automatically, and without the necessity of re-issuance, be deemed for all purposes to represent that number of undivided units of ownership of Greenbrier Leasing Company LLC which corresponds to the number of shares of Greenbrier Leasing Corporation Common Stock represented by such certificates prior to the Effective Time.

**6. Organizational Matters.**

- a) The mailing address to which notices to Greenbrier Leasing Company LLC required by Section 266 of the Delaware General Corporation Law and Chapter 63 of Oregon Revised Statutes may be mailed, until a different address shall be designated, shall be:

One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035

- b) The initial registered agent and registered office of Greenbrier Leasing Company LLC shall be:

TT Administrative Services, LLC  
888 SW Fifth Avenue, Suite 1600  
Portland, Oregon 97204-2099

7. **Management.** Greenbrier Leasing Company LLC shall be managed by a manager or managers.

8. **Duration.** The duration of Greenbrier Leasing Company LLC shall be perpetual.

9. **Organizer.** The name and address of the organizer of Greenbrier Leasing Company LLC are:

Kenneth D. Stephens  
1600 Pioneer Tower  
888 SW Fifth Avenue  
Portland, Oregon 97204-2099

**10. Indemnification and Exculpation from Liability.**

- a) Greenbrier Leasing Company LLC may, but has no obligation to, indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of Greenbrier Leasing Company LLC) by reason of the fact that the person is or was a member, manager, employee or agent of Greenbrier Leasing Company LLC or Greenbrier Leasing Corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of Greenbrier Leasing



Company LLC or Greenbrier Leasing Corporation, or serves or served at the request of Greenbrier Leasing Company LLC or Greenbrier Leasing Corporation as a director, manager, officer, employee or agent or as a fiduciary of an employee benefit plan, of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Section 10 shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of this Plan or Conversion, any articles of organization, operating agreement, other agreement, statute, policy of insurance, vote of members or managers, or otherwise.

For purposes of this paragraph 10(a), the term "to the fullest extent permitted by law" includes, without limitation, to the fullest extent permitted by any provision in the Oregon Limited Liability Company Act that authorizes a limited liability company to provide indemnification, by agreement, article, operating agreement or otherwise, in addition to the permissible indemnification specifically authorized and set forth in the Oregon Limited Liability Company Act.

- b) To the fullest extent permitted by law, no member or manager of Greenbrier Leasing Company LLC shall be personally liable to Greenbrier Leasing Company LLC or its members for monetary damages for conduct as a member or manager. Without limiting the generality of the preceding, if the Oregon Revised Statutes are amended after this section 10 becomes effective to authorize action further eliminating or limiting the personal liability of members or managers of Greenbrier Leasing Company LLC, the liability of the members or managers of Greenbrier Leasing Company LLC shall be eliminated or limited to the fullest extent permitted by the Oregon Revised Statutes, as so amended. No amendment or repeal of this section 10, nor the adoption of any provision of any Articles of Organization inconsistent with this section 10, nor a change in the law, shall adversely affect any right or protection that is based upon this paragraph 10(b) and pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law shall reduce or eliminate the rights and protections set forth in this paragraph 10(b) unless the change in the law specifically requires such reduction or elimination.

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