

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERIDIAN RAIL PRODUCTS CORP		06/27/2003	CORPORATION: DELAWARE
MERIDIAN RAIL INFORMATION SYSTEMS CORP.		06/27/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRINITY RAIL GROUP, LLC		
Street Address:	2525 Stemmons Freeway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75207		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0511882	WILLISON	
Registration Number:	0511881	SHARON	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.953.6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B. K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	076310.0158		
NAME OF SUBMITTER:	B. K. Drinkwater		

CH \$65.00 0511882

Signature:	/B. K. Drinkwater/
Date:	05/19/2009
Total Attachments: 18 source=Meridian APA to Trinity Rail Group#page1.tif source=Meridian APA to Trinity Rail Group#page2.tif source=Meridian APA to Trinity Rail Group#page3.tif source=Meridian APA to Trinity Rail Group#page4.tif source=Meridian APA to Trinity Rail Group#page5.tif source=Meridian APA to Trinity Rail Group#page6.tif source=Meridian APA to Trinity Rail Group#page7.tif source=Meridian APA to Trinity Rail Group#page8.tif source=Meridian APA to Trinity Rail Group#page9.tif source=Meridian APA to Trinity Rail Group#page10.tif source=Meridian APA to Trinity Rail Group#page11.tif source=Meridian APA to Trinity Rail Group#page12.tif source=Meridian APA to Trinity Rail Group#page13.tif source=Meridian APA to Trinity Rail Group#page14.tif source=Meridian APA to Trinity Rail Group#page15.tif source=Meridian APA to Trinity Rail Group#page16.tif source=Meridian APA to Trinity Rail Group#page17.tif source=Meridian APA to Trinity Rail Group#page18.tif	

ASSET PURCHASE AGREEMENT

among
TRINITY RAIL GROUP
AFRG, LLC,

[Handwritten signature]
10/16/09
S.V. Casey
2/12/09

MERIDIAN RAIL PRODUCTS CORP., and
MERIDIAN RAIL INFORMATION SYSTEMS CORP.,

Dated as of June 27, 2003

TRINITY RAIL GROUP X 10/11/08
St. Casey
2/12/09

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of June 27, 2003, is made by and among TRC, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Purchaser"), MERIDIAN RAIL PRODUCTS CORP., a corporation organized and existing under the laws of the State of Delaware ("Meridian"), and MERIDIAN RAIL INFORMATION SYSTEMS CORP., a corporation organized and existing under the laws of the State of Delaware ("MRISC"), (collectively, "Sellers").

WITNESSETH:

WHEREAS, Sellers were engaged in the design, manufacture and sale of railroad couplers, yokes and related components (the "Business");

WHEREAS, Purchaser desires to purchase from Sellers, and Sellers desires to sell to Purchaser, certain of the assets of the Business and enter into such other transactions on the terms and subject to the conditions hereinafter set forth;

WHEREAS, Sellers and/or their affiliates and Purchaser and/or its affiliates are parties to a lawsuit captioned *Meridian Rail Information Systems, Corp. v. Trinity Rail Group, Inc. and McConway & Torley Corporation*, Case No. 02-C-6008, currently pending in the United States District Court for the Northern District of Illinois (the "Lawsuit"), alleging, among other things, infringement of a coupler patent proprietary to the Sellers; and

WHEREAS, Sellers and Purchaser desire to include as additional consideration for and as a condition of the consummation of the transactions contemplated by this Agreement, the full and final resolution of the Lawsuit.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - TRANSFER OF ASSETS

Section 1.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions and covenants of this Agreement, at the Closing (as defined in Section 2.1), Sellers will sell, assign, transfer and convey to Purchaser, and Purchaser will purchase from Sellers, all right, title and interest of Sellers in and to the assets related to the manufacture of the Standard AAR Freight Car Couplers and Rotary Couplers (including High Endurance couplers) product lines (collectively, the "Designated Coupler Product Lines"), and the following properties, business, goodwill, rights, claims and other assets of the Designated Coupler Product Lines, subject to Section 3.1(i) (the "Acquired Assets"):

(a) Equipment. The tangible personal property, including, but not limited to, tooling, machinery, coreboxes, gauges, patterns, machining fixtures, cutters, assembly tables and other equipment, which is used primarily in connection with the Designated Coupler Product Lines and located at any of Meridian's facilities or at any off site vendor locations, and all warranties and guarantees, if any, express or implied, existing for the benefit of the Business in connection

with the foregoing, to the extent assignable (the "Equipment"). A listing of the Equipment as presently known to Sellers is attached as Schedule 1.1(a);

(b) Inventory. All right, title and interest of Meridian in and to the fittings and inventory of the Designated Coupler Product Lines located at any of Meridian's facilities or at any off site vendor locations on the Closing Date including, without limitation, all couplers and yokes of the Designated Coupler Lines (the "Inventory");

(c) Intellectual Property. All of MRISC's and Meridian's right, title and interest in and to all trademarks, service marks, domain names, trade names, trade dress, patents, patent applications, inventions, improvements, designs, utility models and applications therefor, trade secrets, copyrights, proprietary rights, proprietary knowledge, know how, processes, restrictive covenants, software, licenses and all other forms of intellectual property owned or used by Sellers in connection with the Designated Coupler Product Lines except for the National trademark, and all goodwill associated therewith (the "Intellectual Property"). A listing of the Intellectual Property as currently known to Sellers is attached as Schedule 1.1(c); and

(d) Business Records. All records, blueprints, manuals and drawings relating primarily to the Equipment, the Inventory or the Intellectual Property including, without limitation, the BOM records, Gauge Index lists, Engineering Process cards, electronic files, gauge master records, heat treat records and In Process and Final Inspection records relating to the Inventory, but excluding any financial and accounting records of Sellers (the "Business Records"); provided, however, that Sellers will be entitled to make and retain copies of such Business Records to the extent that they related in any way to Excluded Assets (as defined in Section 1.2 or Excluded Liabilities (as defined in Section 1.3). Purchaser shall retain copies of all Business Records in accordance with the requisite AAR standards for records retention.

(e) All Acquired Assets will be deemed delivered to Purchaser by Sellers FOB the current location of each Acquired Assets.

Section 1.2 Excluded Assets. Sellers will not sell, assign, transfer or convey, and Purchaser will not purchase from any Seller, any accounts receivable, real estate or any other property, business, goodwill, rights, claims or other assets other than the Acquired Assets (the "Excluded Assets"). The Excluded Assets shall include, those assets listed on the attached Schedule 1.2, and a draft sill pattern located at the Cometna Foundry, Portugal.

Section 1.3 Excluded Liabilities. Sellers will not assign to Purchaser, and Purchaser will not assume from any Seller, any liability, debt, obligation, damage or expense (whether known or unknown, vested or unvested, asserted or unasserted, absolute or contingent, accrued or unaccrued, actual or potential) arising prior to, at or subsequent to the date hereof, whether or not related to the Designated Coupler Product Lines or the Business and whether or not disclosed to Purchaser (the "Excluded Liabilities"). Sellers agrees to pay, perform and discharge all Excluded Liabilities in accordance with the terms thereof.

Section 1.4 Purchase Price. In consideration of the sale, assignment, transfer and conveyance of the Acquired Assets to Purchaser, and the dismissal of the Lawsuit as provided for in Section 7.7 of this Agreement, Purchaser will pay to Sellers a purchase price (the

(b) Complete and correct copies of resolutions of Sellers' Boards of Directors authorizing and approving this Agreement and the transactions contemplated herein, certified by the Secretaries of Seller.

(c) An agreed motion to dismiss the Lawsuit stipulated order dismissing the Lawsuit and a mutual release of claims substantially in the form attached hereto as Exhibit B, each executed by Sellers or their authorized designee, such agreed motion stipulated order and mutual release of claims to be held by Purchaser's counsel pending payment of the Purchase Price by Purchaser.

(d) All other documents required to be delivered by Seller under Section 5.2.

(e) A letter addressed to each of the companies comprising the standard coupler consortium acknowledging that Sellers have no further rights under the Standard Coupler Technology Agreement dated as of August 1, 1994 (the "Standard Coupler Technology Agreement"), and related license agreements, such letter to be held by Purchaser's counsel pending payment of the Purchase Price by Purchaser.

Section 2.3 Purchaser's Deliveries. At the Closing, Purchaser will deliver to Meridian all documents required to be delivered by Purchaser under Section 5.3.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Seller. Sellers jointly and severally represent and warrant to Purchaser as follows:

(a) Due Organization of Seller. Each Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each Seller (i) has the requisite power and authority to own, lease and operate its properties and assets and to conduct the Business as it is now being conducted and (ii) is in good standing and is duly qualified to transact business in each jurisdiction in which the nature of property owned, leased or operated by it or the conduct of the Business requires it to be so qualified, except where the failure to be so qualified or to be in good standing would not have a material adverse effect on the Business or the Acquired Assets or the ability of such Seller to perform its obligations hereunder.

(b) Due Power and Authority. Each Seller has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and thereby and perform its obligations hereunder and thereunder.

(c) Authorization and Validity of Agreements. The execution, delivery and performance by each Seller of this Agreement (to the extent it is a party) and the consummation by each such Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and no other corporate action is necessary for the execution, delivery and performance by each such Seller of this Agreement (to the extent it is a party) and the consummation by it of the transactions contemplated hereby and thereby. This Agreement (to the extent it is a party) has been duly executed and delivered by each such Seller.

This Agreement (to the extent it is a party) is the legal, valid and binding obligation of each such Seller, enforceable against such Seller in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equity principles.

(d) No Conflict; Consents. Except as disclosed in Schedule 3.1(d), neither the execution, delivery or performance of this Agreement by each Seller nor the consummation by each Seller of the transactions contemplated hereby will (A) violate any provision of the certificate of incorporation, by-laws or other governing instrument of such Seller; (B) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or result in the creation of any Lien upon any Acquired Asset under any of the terms, conditions or provisions of, any note, bond, mortgage, lease, license, contract, deed of trust, loan, or other agreement or instrument to which such Seller is a party or by which such Seller or any of its properties or assets may be bound; (C) violate any order, writ, judgment, injunction, decree, law (including common law), statute, rule or regulation applicable to such Seller or any of its properties or assets (each, a "Law") or (D) require on the part of such Seller any filing or registration with, notification to, or consent, approval, license, permit, order, authorization or waiver ("Consent") of, any federal, state, local or foreign government, court, or legislative, executive or regulatory authority or agency (a "Governmental Entity").

(e) Equipment. Except as set forth on Schedule 3.1(e), (i) Meridian owns the Equipment, free and clear of all Liens, and (ii) the Equipment does not contain asbestos, PCBs, hazardous waste and substances (as defined by applicable Law) or oils or fractions thereof, other than hydraulic fluids and petroleum products used in connection with normal maintenance and operations.

(f) Inventory. All Inventory (i) was acquired or manufactured in the ordinary course of business consistent with past practice, (ii) is not damaged, (iii) is of a quality historically usable and saleable in the ordinary course of business consistent with past practice, (iv) will be transferred to Purchaser free and clear of all Liens, and (v) includes customary allowances for excess, obsolescence and scrap.

(g) Intellectual Property.

(i) Except as set forth in the Standard Coupler Technology Agreement and related license agreements, which Purchaser is a party to, MRISC owns or has, to the knowledge of MRISC, an exclusive license to use all Intellectual Property, free and clear of all Liens, and the consummation of the transactions contemplated hereby will not conflict with, alter or impair in any material respect any such rights, and all such rights will be transferred to Purchaser free and clear of all Liens.

(ii) (A) Except as set forth above, MRISC owns, is exclusively licensed or has the exclusive right to use the patent rights described in Schedule 3.1(g)(ii), free and clear of all Liens; (B) there are no pending or, to the knowledge of MRISC, threatened actions or proceedings challenging the validity or ownership of such patent rights or the right of MRISC to use such patent rights; (C) the patent rights described in Schedule 3.1(g)(ii)

constitute all of the patent rights owned or used by MRISC in connection with the operation of the Business; (D) to the knowledge of MRISC, the issued patents under such patent rights are valid and subsisting and none of the claims of said patents is now being infringed by others; and (E) there are no written license or sublicense contracts now in effect regarding or affecting the use by MRISC of such patent rights.

(iii) (A) Except as set forth above, MRISC owns, is exclusively licensed or has the exclusive right to use the trademarks and any trade dress associated therewith set forth on Schedule 3.1(g)(iii), free and clear of all Liens; (B) the trademarks set forth on Schedule 3.1(g)(iii) constitute all of the trademark registrations and applications owned or used by MRISC in connection with the operation of the Business; and (C) to the knowledge of MRISC, all registrations for such trademarks and trade dress are valid and subsisting. There are no written license or sublicense contracts now in effect regarding or affecting the use by MRISC of trademarks and trade dress owned or used by MRISC in connection with the current operation of the Business, including the trademarks and trade dress set forth on Schedule 3.1(g)(iii), and no action or proceeding by third parties with regard to the use of any of such trademarks and trade dress is pending or has been made, or to the knowledge of MRISC threatened. To the knowledge of MRISC, none of such trademarks or trade dress is being infringed by others.

(iv) (A) Except for the Lawsuit, there are no pending or, to Sellers' knowledge, threatened actions or proceedings by or against any Seller with respect to any Intellectual Property rights or their use thereof, and (B) to Sellers' knowledge, neither the current operation of the Business or the Equipment, nor any of the products sold or services provided by Sellers in connection therewith, infringes upon or is inconsistent with the intellectual property rights of any other Person.

(v) Except as set forth herein, there are no licenses under which any Seller has granted or received rights relating to Intellectual Property.

(vi) MRISC is the owner of record of any application, registration or grant for each item of Intellectual Property listed on Schedule 3.1(g)(ii) or 3.1(g)(iii) (excluding Intellectual Property indicated thereon as licensed), and has properly executed and recorded all documents necessary to perfect its title to such Intellectual Property. MRISC has filed all documents and paid all taxes, fees, and other financial obligations required to maintain in force and effect all such Intellectual Property until Closing.

(vii) Except for software and firmware embedded in Equipment, the Acquired Assets include no computer software.

(h) Brokers, Finders, etc. No Seller has entered into any contract, arrangement or understanding with any person or firm that may result in the obligation of any Seller to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the transactions contemplated hereby.

(i) All Necessary Assets. Except for the Excluded Assets or Assets sold to ASF, the Acquired Assets represent all of the assets that are used by or useful to Sellers, or are otherwise

owned by Sellers, and used in connection with the manufacture of the Designated Coupler Product Lines.

(j) No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Section 3.1, (i) Sellers make no representations or warranties, including any representations or warranties (1) as to the future sales or profitability of the Business as it will be conducted by Purchaser, (2) concerning the merchantability or fitness for a particular purpose of any of the Acquired Assets or (3) arising by statute or otherwise in law, from a course of dealing or usage of trade, and (ii) the Acquired Assets are being acquired on an "as is, where is" basis.

Section 3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers as follows:

(a) Due Organization of Purchaser. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Due Power and Authority. Purchaser has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and perform its obligations hereunder.

(c) Authorization and Validity of Agreements. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and no other corporate action on its part is necessary for the execution, delivery and performance by it of this Agreement and the consummation by it of the applicable transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Purchaser. This Agreement is the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equity principles.

(d) No Conflicts; Consents. Except as disclosed in Schedule 3.2(d), neither the execution, delivery or performance of this Agreement by Purchaser nor the consummation by Purchaser of the transactions contemplated hereby will (A) violate any provision of the certificate of incorporation, by-laws or other governing instrument of Purchaser; (B) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or result in the creation of any Lien upon any asset under any of the terms, conditions or provisions of, any note, bond, mortgage, lease, license, contract, deed of trust, loan, or other agreement or instrument to which Purchaser is a party or by which Purchaser or any of its properties or assets may be bound; (C) violate any Law applicable to Purchaser or any of its properties or assets or (D) require on the part of Purchaser any Consent of any Governmental Entity.

(e) Brokers, Finders. etc. Purchaser has not entered into any contract with any person or firm that may result in the obligation of Purchaser to pay any finder's fees, brokerage or

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TRINITY RAIL GROUP
TRG, LLC

10/14/08
S. V. Casey
2/12/09

By: _____
Name: _____
Title: _____

MERIDIAN RAIL PRODUCTS CORP.

By: Mark F. Baggio
Name: MARK F. BAGGIO
Title: Vice President

MERIDIAN RAIL INFORMATION
SYSTEMS CORP.

By: Mark F. Baggio
Name: MARK F. BAGGIO
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TRINITY RAIL GROUP
TRG, LLC

10/14/09
Sv. Casey
2/12/09

By: John Lee
Name: _____
Title: _____

MERIDIAN RAIL PRODUCTS CORP.

By: _____
Name: _____
Title: _____

MERIDIAN RAIL INFORMATION
SYSTEMS CORP.

By: _____
Name: _____
Title: _____

EXHIBIT A

Form of Bill of Sale and Assignment

[attached]

Schedule A

Meridian Assets

Sellers will sell, assign, transfer and convey to Buyer, and Buyer will purchase from Sellers, all right, title and interest of Sellers in and to the assets related to the manufacture of the standard AAR Freight Car Couplers, and Rotary (including High Endurance) Couplers, product lines (collectively, the "Designated Coupler Product Lines") and the following properties, business, goodwill, rights, claims and other assets of the Designated Coupler Product Lines, subject to Section 3.1(j) of the Purchase Agreement (the "Acquired Assets"):

Equipment. The tangible personal property, including, but not limited to, tooling, machinery, coreboxes, gauges, patterns, machining fixtures, cutters, assembly tables and other equipment, which is used primarily in connection with the Designated Coupler Product Lines and located at any of Meridian's facilities or at any off site vendor locations, and all warranties and guarantees, if any, express or implied, existing for the benefit of the Business in connection with the foregoing, to the extent assignable (the "Equipment"). A listing of the Equipment as presently known to Sellers is attached as Schedule 1.1(a);

Inventory. All right, title and interest of Meridian in and to the fittings and inventory of the Designated Coupler Product Lines located at any of Meridian's facilities or at any off site vendor locations on the Closing Date including, without limitation, all couplers and yokes of the Designated Coupler Lines (the "Inventory");

Intellectual Property. All of MRISC's and Meridian's right, title and interest in and to all trademarks, service marks, domain names, trade names, trade dress, patents, patent applications, inventions, improvements, designs, utility models and applications therefor, trade secrets, copyrights, proprietary rights, proprietary knowledge, know how, processes, restrictive covenants, software, licenses and all other forms of intellectual property owned or used by Sellers in connection with the Designated Coupler Product Lines except for the National trademark, and all goodwill associated therewith (the "Intellectual Property"). A listing of the Intellectual Property as currently known to Sellers is attached as Schedule 1.1(c); and

Business Records. All records, blueprints, manuals and drawings relating primarily to the Equipment, the Inventory or the Intellectual Property including, without limitation, the BOM records, Gauge Index lists, Engineering Process cards, electronic files, gauge master records, heat treat records and In Process and Final Inspection records relating to the Inventory, but excluding any financial and accounting records of Sellers (the "Business Records"); provided, however, that Sellers will be entitled to make and retain copies of such Business Records to the extent that they related in any way to Excluded Assets (as defined in Section 1.2 or Excluded Liabilities (as defined in Section 1.3). Purchaser shall retain copies of all Business Records in accordance with the requisite AAR standards for records retention.

Schedule 1.1(a)
To Asset Purchase Agreement

Equipment

Schedule 1.1(c)
To Asset Purchase Agreement

Intellectual Property

MERIDIAN RAIL INFORMATION SYSTEMS CORP.

Intellectual Property Matters

1. File Index
2. Active Patents

FILE INDEX

Directed to: File No.*

		<u>Country</u>	<u>Title/Description</u>
	7514-1000	U.S.	Rotary Railroad Car F Coupler
	7514-1001	U.S.	Biased Pin Retainer Block for a Rotary Coupling
	7514-1001.010	Canada	Biased Pin Retainer Block for a Rotary Coupling
	7514-1002	U.S.	Method of Enhancing Rigidity in a Coupler Knuckle
	7514-1003	U.S.	Yoke for a Railway Car Coupler
	7514-1004	U.S.	Coupler for a Railway Car Coupler Assembly
ASF	7514-1009	U.S.	Truck-Mounted Articulated Connection for Railway Cars
ASF	7514-1009.010	Canada	Truck-Mounted Articulated Connection for Railway Cars
ASF	7514-1009.070	Australia	Truck-Mounted Articulated Connection for Railway Cars
ASF	7514-1012.1	PCT	Truck Mounted Articulated Connector for a Railway Car
ASF	7514-1013	U.S.	TM - WILLISON
ASF	7514-1013.022	Germany	TM - WILLISON
ASF	7514-1013.023	France	TM - WILLISON
ASF	7514-1013.027	Benelux	TM - WILLISON
ASF	7514-1013.030	Italy	TM - WILLISON
ASF	7514-1013.031	Spain	TM - WILLISON
ASF	7514-1013.032	Portugal	TM - WILLISON
ASF	7514-1013.035	Sweden	TM - WILLISON
ASF	7514-1013.040	Romania	TM - WILLISON
ASF	7514-1013.041	Poland	TM - WILLISON
ASF	7514-1013.069	S. Africa	TM - WILLISON
ASF	7514-1013.123	France	TM - WILLISON
ASF	7514-1014	U.S.	TM - SHARON
ASF	7514-1014.072	Japan	TM - SHARON
ASF	7514-1014.079	China	TM - SHARON
	7514-1028	U.S.	TM - HIGH ENDURANCE
ASF	7514-1029	U.S.	Automatic Actuator for Coupler Knuckle
ASF	7514-1029.1	PCT	Automatic Actuator for Coupler Knuckle
ASF	7514-1030	U.S.	Resilient Drawbar System
ASF	7514-1034	U.S.	Slackless Drawbar or Coupler with Swivel
	7514-1053	U.S.	Rotary Type Railway Car Coupler
	7514-1053.010	Canada	Rotary Type Railway Car Coupler
ASF	7514-1055	U.S.	Locksetting Mechanism for a Rigid Jaw Coupler
ASF	7514-1055.010	Canada	Locksetting Mechanism for a Rigid Jaw Coupler
	7514-1056	U.S.	Wearplate for the Butt End of a Coupler Shank
	7514-1056.010	Canada	Wearplate for the Butt End of a Coupler Shank
	7514-1057	U.S.	Wearplate for a Coupler Shank Pinhole
	7514-1057.010	Canada	Wearplate for a Coupler Shank Pinhole
ASF	7514-1058	U.S.	Railroad Car Draft Gear and Coupler Arrangement
ASF	7514-1058.010	Canada	Railroad Car Draft Gear and Coupler Arrangement
ASF	7514-1059	U.S.	Rotary Locksetting Mechanism for a Rigid Jaw Coupler
ASF	7514-1060	U.S.	Two-Shoe Draft Gear
ASF	7514-1061	U.S.	Plate-Type Friction Draft Gear
	7514-1062	U.S.	Rotary Connector
	7514-1063	U.S.	Rotary Coupler with Improved Pin Bearing
	7514-1063.010	Canada	Rotary Coupler with Improved Pin Bearing
	7514-1064	U.S.	Rotary Coupler with a Specially Configured Pinhole
	7514-1064.010	Canada	Rotary Coupler with a Specially Configured Pinhole
	7514-1066.010	Canada	Car Coupler
	7514-1067.010	Canada	Non-Metallic Wearplate for a Railroad Car Coupler
ASF	7514-1068.010	Canada	Cushioning Device
ASF	7514-1068.110	Canada	Cushioning Device

TRADEMARK

REEL: 003989 FRAME: 0975

ASF	7514-1069	U.S.	Heavy Duty Railroad Car Coupler
	7514-1070	U.S.	Pivot Pin with Spring Clip Retainer
	7514-1070.010	Canada	Pivot Pin with Spring Clip Retainer
	7514-1070.011	Mexico	Pivot Pin with Spring Clip Retainer
	7514-1073	U.S.	Lightweight Knuckle
	7514-1075	U.S.	Slackless Cushioning Device for Railroad Cars
	7514-1080	U.S.	Lightweight Knuckle for a Railroad Car Coupler

General Files

File No.	Country	Title/Description
7514-5008		Heavy Duty Coupler
7514-5014		Spring Clip Pivot Pin Retainer
7514-5026		Knuckle Pivot Pin
7514-5027		Replaceable Post for Articulated Connectors

Active Patents / Trademarks

7514-1000	Rotary Railroad Car F Coupler		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1000	4,593,828	U.S.	6/10/2003
7514-1001	Biased Pin Retainer Block for a Rotary Coupling System		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1001	4,597,499	U.S.	06/20/04
1001.01	1,270,794	Canada	06/26/07
7514-1002	Method of Enhancing Rigidity in a Railway Car Coupler Knuckle		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1002	4,645,085	U.S.	04/08/05
7514-1003	Yoke for Railway Car Coupler Assembly		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1003	4,635,804	U.S.	04/08/05
7514-1004	Coupler for a Railway Car Coupler Assembly		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1004	4,637,518	U.S.	04/08/05
ASF 7514-1009	Truck Mounted Articulated Connection for Railway Cars		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1009	4,867,071	U.S.	04/13/08
1009.010	1,302,785	Canada	06/09/09
1009.070	617,162	Australia	03/17/05
ASF 7514-1029	Automatic Actuator for Coupler Knuckle Assembly of a Railway Passenger Car		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1029	5,139,161	U.S.	04/25/11
ASF 7514-1030	Slackless, Resilient Drawbar System for a Railway Car		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1030	5,131,548	U.S.	05/23/11
ASF 7514-1034	Slackless Drawbar or Coupler with Swivel Mounting		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1034	5,507,400	U.S.	06/01/14
7514-1070	Pivot Pin with a Spring Clip Retainer		
<u>File No.</u>	<u>Patent No./Application No.</u>	<u>Country</u>	<u>Exp. Date</u>
1070	6,062,406	U.S.	05/26/18
1070.010	Pending	Canada	
1070.011	Pending	Mexico	
7514-1073	Lightweight Knuckle		

File No. 1073 Patent No./Application No. 5,954,212 Country U.S. Exp. Date 01/20/18

[REDACTED] 7514-1080 **Lightweight Knuckle for Coupler**
File No. 1080 Patent No./Application No. 6,129,227 Country U.S. Exp. Date 04/22/16

ASF 7514-1013 **WILLISON**
File No. 1013 Patent No./Application No. 511,882 Country U.S. Exp. Date 07/05/09
1013.023 1,664,780 France 03/02/10
1013.123 92,417,466 France 04/30/02 (renewal pending)

ASF 7514-1014 **SHARON**
File No. 1014 Patent No./Application No. 511,881 Country U.S. Exp. Date 07/05/09

[REDACTED] 7514-1028 **HIGH ENDURANCE**
File No. 1028 Patent No./Application No. 2,273,316 Country U.S. Exp. Date 08/31/09

Legend	
[REDACTED]	- TRG, LLC
ASF	- ASF-Keystone, Inc., a subsidiary of Amsted Industries, Inc.

* - File number specified by Meridian's IP firm:

Jeffrey R. Gray
Barnes & Thornburg
Suite 4400
One North Wacker Drive
Chicago, IL 60606-2809
Direct: 312-214-4807
Fax: 312-759-5646

AFFIDAVIT OF JOHN LEE

BEFORE ME, the undersigned authority, personally appeared John Lee, who having been duly sworn by me, upon his oath deposed and stated as follows:

1. My name is John Lee. I am over twenty-one (21) years of age. I am of sound mind, have never been convicted of a felony and am otherwise competent to make this Affidavit and testify to the matters stated herein. I have personal knowledge of the facts stated herein, and such statements are true and correct.

2. I am Vice President Business Development for Trinity Industries, Inc., the parent company of Trinity Rail Group LLC (Employer) and have been an officer of Trinity Industries, Inc. for fourteen years.

3. I am familiar with the Asset Purchase Agreement entered into as of June 27, 2003 between TRG, LLC, Meridian Rail Products Corp. and Meridian Rail Information Systems Corp. in which certain of the asset of the business were transferred to TRG, LLC (the "Asset Purchase Agreement").

4. TRG, LLC was an abbreviation used to identify Trinity Rail Group, LLC, a Delaware limited liability company, and Trinity Rail Group, LLC was the intended Purchaser as defined in the Asset Purchase Agreement.

5. TRG, LLC does not currently exist and did not exist when the Asset Purchase Agreement was executed.

6. Trinity Rail Group, LLC was in existence on June 27, 2003, and is still in existence.

7. A true and correct copy of the Asset Purchase Agreement is attached hereto with corrections marked, initialed and dated by the parties in order to identify the parties to the Asset Purchase Agreement.

8. I hereby state that the Asset Purchase Agreement was intended to transfer certain assets to Trinity Rail Group, LLC and not TRG, LLC

FURTHER AFFIANT SAYETH NOT.

John Lee
John Lee

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Before me, the undersigned, a Notary Public, on this day personally appeared before me John Lee, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Trinity Industries, Inc., a Delaware corporation on behalf of Trinity Rail Group, LLC and that he has executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 16th day of October, 2008.

Marsha L. Buchanan

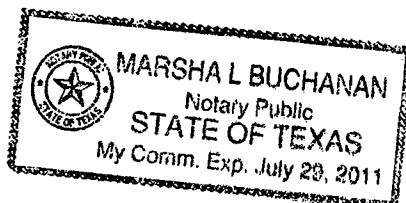
Signature

Printed Notary Name

Marsha L. Buchanan

My Commission

Expires: *7/29/2011*



DAL01:994892.1