

09-24-2009

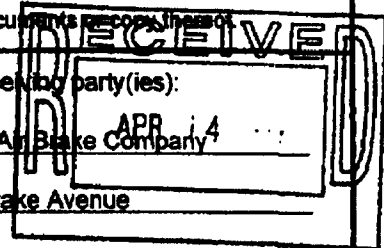


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ORDINATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Trademarks: Please record the attached original documents on copy sheets.



9.22.09

1. Name of conveying party(ies):
Rockwell Collins, Inc., a Delaware Corporation

Individual Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Westinghouse Air Brake Company

Address: 1001 Air Brake Avenue

City: Pittsburgh State: PA Zip: 15148

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 28, 1998

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s)

A. Trademark Application No(s). B. Trademark Registration No(s).

 1,599,350; 1,598,331 and 1,559,349

Additional numbers attached? Yes No

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

Name: Raymond A. Miller

REED SMITH SHAW & McCLAY LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6)): \$ 90.00

Enclosed
 Authorized to be charged to deposit account
 Charge any deficiency to deposit account

8. Deposit account number:
18-0582

(Attach duplicate copy of this page if paying by deposit account)

6/12/99

04/21/1999 DMSUYEM 00000169 1599350
01 F:1481
02 F:1482

DO NOT USE THIS SPACE

9. Statement and signature
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and copy of the original document.

Raymond A. Miller [Signature] April 7, 1999
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK
REEL: 1886 FRAME: 0353

TRADEMARK
REEL: 004067 FRAME: 0742

PGH18-042809-01-JLB/RT/NE
APR 7, 1999 11:13 AM

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is executed as of the 5th day of October, 1998 by Rockwell Collins, Inc., a Delaware corporation ("Seller"), pursuant to Section 5(b) of the Sale Agreement, dated as of August 7, 1998, as amended by Amendment No. 1 to Sale Agreement, dated as of October 5, 1998 (the "Sale Agreement"), by and between Seller and Westinghouse Air Brake Company, a Delaware corporation ("Buyer"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings assigned to such terms in the Sale Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all the right, title and interest in and to the trademarks listed on Exhibit A hereto, to the extent that such marks have acquired any trademark or service mark status, together with the goodwill of the Business connected with the use thereof and symbolized thereby and the right to sue for past, present or future infringement of the assigned trademarks, for Buyer's own use and enjoyment and for the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made.

It is agreed that the Seller shall be legally bound, upon request of the Buyer, to supply all information and evidence relating to the use or registration of the trademarks listed in Exhibit A, to testify in any legal proceeding relating thereto, to execute all instruments proper to register the trademarks in the United States and foreign countries in the name of the Buyer, and to execute all instruments properly to carry out the intent of this instrument.

Seller makes no representation or warranty hereunder with respect to the trademarks being assigned hereunder other than those set forth in the Sale Agreement. To the extent any provision of this Assignment of Trademarks is inconsistent with the Sale Agreement, the provisions of the Sale Agreement shall control.

**TRADEMARK
REEL: 1886 FRAME: 0354**

**TRADEMARK
REEL: 004067 FRAME: 0743**

IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks to be executed by its duly authorized officer as of the date first above written.

ROCKWELL COLLINS, INC.

By: Thomas G. Manor

Name: Thomas G. Manor

Title: Assistant Secretary

TRADEMARK
REEL: 1886 FRAME: 0355

TRADEMARK
REEL: 004067 FRAME: 0744

Trademarks, Trade Names and Service Marks

1. Trademark application - TRANSLATOR, serial number 819.061, file number 90103/9005, filed August 14, 1989, trademark registration No. 1,599,350

2. Trademark application - LOCOTEMP, serial number 819.062, file number 90103/9007, filed August 14, 1989, trademark registration No. 1,598,331

3. Trademark application - CROSSING GUARD, serial number 819.060, file number 90103/9006, filed August 14, 1989, trademark registration No. 1,599,349

4 Trade names:

VIGILANT	(HIGHWAY CROSSING MONITOR)
GEMINI	(HEAD OF TRAIN MONITOR)
RAILSTAR	(MOBILE COMMUNICATION PACKAGE)
SENTINEL	(LOCOMOTIVE HEALTH MONITOR)
ICM	(INTEGRATED CONDITION MONITOR, LOCOMOTIVE HEALTH MONITORING)
ICE	(INTEGRATED CAB ELECTRONICS)
RDR-160	(VHF RADIO)
GTC-500	(DUAL BASE STATION CONTROLLER)
EABS	(ELECTRONIC AIR BRAKE SYSTEM)
FUEL MONITOR	(FUEL GAUGE)
FLANGE LUBRICATOR II	(FLANGE LUBRICATION)
CROSSING GUARD	(HORN SEQUENCER)
LOCO TEMP	(LOCOMOTIVE TEMPERATURE CONTROLLER)
POWER PRO	(LOCOMOTIVE HEALTH MONITOR USERS TERMINAL)
ARES PROTOCOL	(PROPRIETARY SOFTWARE)

RECORDED: 04/14/1999

TRADEMARK
REEL: 1886 FRAME: 0356

RECORDED: 09/22/2009

TRADEMARK
REEL: 004067 FRAME: 0745