

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Supplement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amsted Industries Incorporated		03/17/2010	CORPORATION: DELAWARE
Amconstruct Corporation		03/17/2010	CORPORATION: DELAWARE
Amrail Corporation		03/17/2010	CORPORATION: DELAWARE
Amvehicle Corporation		03/17/2010	CORPORATION: DELAWARE
ABC Rail Products China Investment Corporation		03/17/2010	CORPORATION: DELAWARE
Amsted Rail Company, Inc.		03/17/2010	CORPORATION: DELAWARE
ASF-Keystone, Inc.		03/17/2010	CORPORATION: DELAWARE
ASF-Keystone Mexico Holding Corp.		03/17/2010	CORPORATION: DELAWARE
Baltimore Aircoil Company, Inc.		03/17/2010	CORPORATION: DELAWARE
Burgess-Norton Mfg. Co., Inc.		03/17/2010	CORPORATION: DELAWARE
Consolidated Metco, Inc.		03/17/2010	CORPORATION: DELAWARE
Diamond Chain Company, Inc.		03/17/2010	CORPORATION: DELAWARE
Griffin Pipe Products Co., Inc.		03/17/2010	CORPORATION: DELAWARE
Means Industries, Inc.		03/17/2010	CORPORATION: DELAWARE
Meridian Rail China Investment Corp.		03/17/2010	CORPORATION: DELAWARE
Transform Automotive LLC		03/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

OP \$590.00 3347040

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., (as successor to Citicorp North America, Inc.), as collateral agent
<b>Street Address:</b>	1455 Market Street, 5th Floor
<b>Internal Address:</b>	Mail Code CA5-701-05-19
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	national banking association: UNITED STATES

**900166678**

**TRADEMARK  
 REEL: 004240 FRAME: 0030**

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3347040	ADAPTER PLUS
Registration Number:	3208170	BLUE-WAVE
Registration Number:	3039463	BLUE-WAVE
Registration Number:	3039462	BLUE-WAVE
Registration Number:	3099825	AMSTED
Registration Number:	3263930	BALTICARE
Registration Number:	3402319	BALTICARE
Registration Number:	3193703	BLUE-WAVE
Registration Number:	3548665	B.A.C.
Registration Number:	3485475	EFFICIENCY PLUS
Registration Number:	3467281	G20
Registration Number:	3421785	G20 BURGESS-NORTH GUARANTEED SAVINGS PROGRAM
Registration Number:	3678201	GEN2PLUS
Registration Number:	3368219	PM FIRST
Registration Number:	3571006	PM+
Registration Number:	3555726	BURGESS-NORTON PM+ PARTNERING TO ENHANCE PERFORMANCE
Registration Number:	3337832	POINTING THE WAY
Registration Number:	3656249	PRELOAD PLUS
Registration Number:	3288543	TRIARMOR
Registration Number:	3625044	VERSACROSS
Serial Number:	76695896	AMSTED RAIL
Serial Number:	76700513	ISOLATOR
Serial Number:	76700699	MOTION CONTROL

CORRESPONDENCE DATA

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 9192868041  
 Email: pto\_tmconfirmation@mvalaw.com  
 Correspondent Name: Moore & Van Allen PLLC  
 Address Line 1: 430 Davis Drive  
 Address Line 2: Suite 500  
 Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 017625-4475 JES

**TRADEMARK**

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	07/12/2010
<b>Total Attachments: 9</b> source=IP Security Agreement Supplement#page1.tif source=IP Security Agreement Supplement#page2.tif source=IP Security Agreement Supplement#page3.tif source=IP Security Agreement Supplement#page4.tif source=IP Security Agreement Supplement#page5.tif source=IP Security Agreement Supplement#page6.tif source=IP Security Agreement Supplement#page7.tif source=IP Security Agreement Supplement#page8.tif source=IP Security Agreement Supplement#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated as of March 17, 2010, is made by the Persons listed on the signature page hereof (each individually a "*Grantor*" and collectively, the "*Grantors*") in favor of Bank of America, N.A. (as successor to Citicorp North America, Inc.), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Amsted Industries Incorporated, a Delaware corporation (the "*Borrower*"), has entered into a Second Amended and Restated Credit Agreement dated as of April 6, 2006 (as amended, amended and restated, extended, increased, supplemented or otherwise modified from time to time, including without limitation as amended and restated pursuant to that certain Amendment and Restatement Agreement dated as of March 17, 2010, the "*Credit Agreement*") among the Borrower, the Lender Parties party to the Credit Agreement, and Bank of America, N.A. (as successor to Citicorp North America, Inc.), as Agent and Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each of the Grantors and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated as of April 6, 2006 made each such Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of each of the Grantors and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, each of the Grantors and such other Persons have executed and delivered that certain Amended and Restated Intellectual Property Security Agreement made by the Grantor and such other Persons to the Collateral Agent dated as of April 6, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, each of the Grantors has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors agrees as follows:

SECTION 1. Confirmation of Grant of Security. Each Grantor hereby acknowledges and confirms the grant of a security interest to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*");

(i) The United States patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States trademark and service mark registrations and applications

(ii) The United States trademark and service mark registrations and applications therefor set forth in Schedule B hereto (the "*Trademarks*");

(iii) The United States copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement and Schedules A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. Each of the Grantors authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the Grantors has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature pages follow]

GRANTORS:

AMSTED INDUSTRIES INCORPORATED,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Vice President

AMCONSTRUCT CORPORATION,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

AMRAIL CORPORATION,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

AMVEHICLE CORPORATION,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

ABC RAIL PRODUCTS CHINA INVESTMENT  
CORPORATION,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

AMSTED RAIL COMPANY, INC.,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

AMSTED INDUSTRIES, INCORPORATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

**TRADEMARK**  
**REEL: 004240 FRAME: 0035**

ASE-KEYSTONE, INC.,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

ASE-KEYSTONE MEXICO HOLDING CORP.,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

BALTIMORE AIRCOIL COMPANY, INC.,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

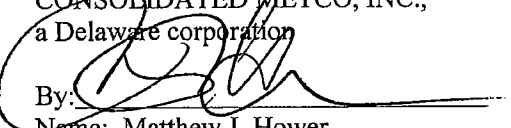
BURGESS-NORTON MFG. CO., INC.,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

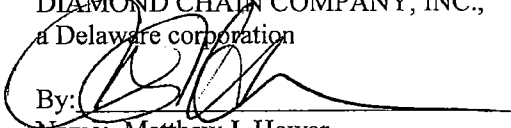
CONSOLIDATED METCO, INC.,  
a Delaware corporation

By: 

Name: Matthew J. Hower

Title: Attorney in Fact

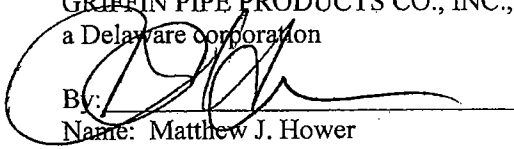
DIAMOND CHAIN COMPANY, INC.,  
a Delaware corporation

By: 

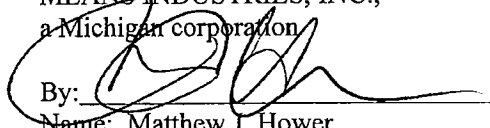
Name: Matthew J. Hower

Title: Attorney in Fact

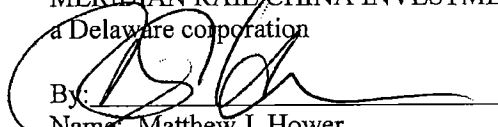
GRIFFIN PIPE PRODUCTS CO., INC.,  
a Delaware corporation

By:   
Name: Matthew J. Hower  
Title: Attorney in Fact

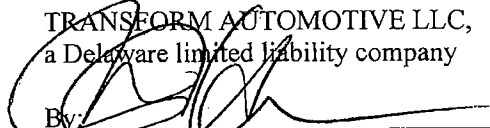
MEANS INDUSTRIES, INC.,  
a Michigan corporation

By:   
Name: Matthew J. Hower  
Title: Attorney in Fact

MERIDIAN RAIL CHINA INVESTMENT CORP.,  
a Delaware corporation

By:   
Name: Matthew J. Hower  
Title: Attorney in Fact

TRANSFORM AUTOMOTIVE LLC,  
a Delaware limited liability company

By:   
Name: Matthew J. Hower  
Title: Attorney in Fact

Address for notices for each of the parties signatory  
hereto:

180 N. Stetson Avenue, Suite 1800  
Chicago, IL 60601



## Schedule A

### U.S. Patents

#### Issued Patents

Description	Patent No.	Issued
BOLSTER AND SPRING POCKETS FOR USE WITH RAIL TRUCK	7469641	12/30/08
RAIL ANCHOR ISOLATOR	7374110	05/20/08
CONSTANT CONTACT SIDE BEARING	7546807	06/16/09
DRAFT SILL WEAR LINER	7568584	08/04/09
RAILWAY FREIGHT CAR SIDE BEARING	7549379	06/23/09
RAILROAD FREIGHT CAR SIDEBEARING	7527003	05/05/09
RAILWAY FREIGHT CAR TRUCK	7527131	05/05/09
COOLING TOWER WITH DIRECT AND INDIRECT COOLING SECTIONS	7603774	10/20/09
LIQUID COLLECTION BASIN CONNECTION ASSEMBLY	7100634	09/05/06
COOLING TOWER JOINT SEAL	7610770	11/03/09
MAGNETIC POWDER METAL COMPOSITE CORE FOR ELECTRICAL MACHINES	7538467	05/26/09
MAGNETIC POWDER METAL COMPONENT STATOR	7285893	10/23/07
MODULAR ELECTRIC MOTOR WITH STACKABLE STATOR POLES	7567010	07/28/09
SEAL FOR RAILWAY CAR JOURNAL BEARING	7607836	10/27/09
DRUM ASSEMBLY FOR A COUPLING ARRANGEMENT	7387193	06/17/08

#### Pending Applications

Description	Appl. No.	Filing Date
RAILROAD TRAIN MONITORING SYSTEM	11615309 20070152107	12/22/06
SENSOR INTERFACE	11615341 20070255509	12/22/06
BEARING ADAPTER FOR RAILWAY TRUCK	12283688	09/16/08
LOAD SENSING ARRANGEMENT	11763616 20080007114	06/15/07
POWERED TRANSMITTER FOR RAILROAD CAR APPLICATIONS	12080307 20090254277	04/02/08
HEAT TRANSFER TUBE ASSEMBLY WITH SERPENTINE CIRCUITS	11404003 20070240445	04/14/06
ROLLER BEARING LIP SEAL	12456685	06/22/09
ROLLER BEARING	12386982	04/27/09
IMPROVED ROLLER BEARING CAGE	12288296	10/20/08
ROLLER BEARING BACKING RING	12584820	09/14/09
ROLLER BEARING SEAL	12587572	10/13/09
RAILWAY CAR ROLLER BEARING	12592334	11/24/09
MULTI-CARTRIDGE CUTTING TOOL AND RAILWAY WHEEL BORING ASSEMBLY	12144048 20090257835	06/23/08
RAILWAY WHEEL ALLOY	12456764	06/23/09
RAIL ANCHOR	12459870	07/10/09
METHOD FOR FORMING TAPERED PISTON PINS	11502115 20080047125	08/11/06
COOLING TOWER AIR INLET AND DRAIN PAN	11595595	02/20/07

Description	Appl. No.	Filing Date
	20080197515	
LIQUID VESSEL LINER AND METHOD OF APPLICATION	11454648 20070289966	06/16/06
SYSTEM AND METHOD OF COOLING	12023182 20080115921	01/31/08
SOFT MAGNETIC COMPOSITE CORES	12383069 20090183357	03/20/09
METHOD OF MANUFACTURING CRANKSHAFT BUSHING	11897833 20090060771	09/04/07
METHOD OF MANUFACTURING CLUTCH COMPONENT	11704040 20080193320	02/09/07
MANUFACTURE OF CLUTCH COMPONENTS	11585297 20080095654	10/23/06
ANALYSIS OF POWDER METAL PRODUCTION	12151112 20090276375	05/05/08
MANUFACTURE OF ELECTRIC MOTOR COMPONENT	12082198 20090256430	04/10/08
RAIL ANCHOR ISOLATOR	11784754 20080251595	04/10/07
WHEEL HUB	12074191 20090218878	03/03/08
WHEEL HUB WITH COUNTERSUNK STUD HEAD	11907726 20090096276	10/16/07
CONTROL OF CASTING MACHINE	11906738 20090090483	10/04/07
RAIL ISOLATOR IN RAILROAD TIE	12220659 20100019056	07/28/08

**Schedule B**  
**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ADAPTER PLUS	3347040	12/04/07
BLUE WAVE and Design	3208170	02/13/07
BLUE WAVE LOGO	3039463	01/10/06
BLUE WAVE	3039462	01/10/06
AMSTED	3099825	06/06/06
BALTICARE	3263930	07/17/07
BALTICARE	3402319	03/25/08
BLUE WAVE	3193703	01/02/07
DESIGN-BAC IN CIRCLE	3548665	12/23/08
EFFICIENCY PLUS	3485475	08/12/08
G20	3467281	07/15/08
G20 (STYLIZED)	3421785	05/06/08
GEN2PLUS	3678201	08/08/09
PM FIRST	3368219	01/15/08
PM PLUS (BLOCK)	3571006	02/10/09
PM PLUS (STYLIZED)	3555726	01/06/09
POINTING THE WAY	3337832	11/20/07
PRELOAD PLUS	3656249	06/21/09
TRIARMOR	3288543	09/04/07
VERSACROSS	3625044	05/26/09

**Pending Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
AMSTED RAIL	76695896	02/20/09
ISOLATOR	76700513	11/23/09
MOTION CONTROL	76700699	12/07/09

**Schedule C**  
**U.S. Copyrights**

None

TR11719528v4

**RECORDED: 07/12/2010**

**TRADEMARK**  
**REEL: 004240 FRAME: 0041**