

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WL Ross & Co. LLC, as Administrative Agent		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gunderson Rail Services LLC		
<b>Street Address:</b>	One Centerpointe Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Lake Oswego		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97035		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77608134	RAIL PARTS DEPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)972-3873		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	503-221-1440		
<b>Email:</b>	lisa.gabel@tonkon.com		
<b>Correspondent Name:</b>	Tonkon Torp LLP		
<b>Address Line 1:</b>	888 SW Fifth Avenue		
<b>Address Line 2:</b>	1600 Pioneer Tower		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>		RELEASE OF SECURITY INTER	
<b>NAME OF SUBMITTER:</b>		Christopher D. Erickson	
<b>Signature:</b>		/Christopher D. Erickson/	

OP \$40.00 77608134

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**TRADEMARK**  
 REEL: 004573 FRAME: 0284

Date:

06/30/2011

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property (this "Release"), dated and effective as of June 30, 2011 (the "Effective Date"), is made by WL Ross & Co. LLC, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") pursuant to the Credit Agreement (as defined below) in favor of Gunderson Rail Services LLC ("Gunderson") and Meridian Rail Acquisition Corp. ("MRAC", and collectively with Gunderson, the "Debtors").

### RECITALS

**WHEREAS**, Administrative Agent is a party to the Credit Agreement, dated as of June 10, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among The Greenbrier Companies, Inc., the holders party thereto from time to time, and Administrative Agent;

**WHEREAS**, the Debtors are party to the Security Agreement, dated as of June 10, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Debtors were required to execute and deliver the (i) Patent Security Agreement, dated as of June 10, 2009, by Gunderson in favor of Administrative Agent; (ii) Patent Security Agreement, dated as of June 10, 2009, by MRAC in favor of Administrative Agent; (iii) Trademark Security Agreement, dated June 10, 2009, by Gunderson in favor of Administrative Agent; and (iv) Trademark Security Agreement, dated June 10, 2009, by MRAC in favor of Administrative Agent (collectively, the "IP Security Agreements");

**WHEREAS**, in connection with the Credit Agreement, pursuant to the Security Agreement and the IP Security Agreements, the Debtors granted to Administrative Agent security interests in the Patent Collateral and Trademark Collateral as defined in the IP Security Agreements (collectively, the "IP Collateral"), including the Patents and Trademarks listed on Exhibit A to this Release;

**WHEREAS**, on June 10, 2009, Administrative Agent recorded the Security Agreements with the United States Patent and Trademark Office ("USPTO"), evidencing its security interest in the IP Collateral; and

**WHEREAS**, Debtors have fully satisfied all of their obligations under the Credit Agreement, Security Agreement, and IP Security Agreements, and Administrative Agent desires to release fully its security interests in the IP Collateral pursuant to this Release.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent (for itself and on behalf of the holders of Secured Obligations) and Debtors (the "parties") agree as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement or IP Security Agreements and used herein have the meaning given to them in the Security Agreement or IP Security Agreements.

**SECTION 2. Termination and Release.** The Administrative Agent, for itself and on behalf of the holders of Secured Obligations, hereby:

(a) terminates the IP Security Agreements and any other agreement under which Debtors have granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the IP Collateral;

(b) cancels, discharges, and releases the pledge and lien on and security interest in and to the right, title, and interest in, to, and under the IP Collateral, including the IP Collateral listed on Exhibit A attached hereto; and

(c) authorizes the recordation of this Release with the USPTO and any other authority or office as may be necessary to effectuate this Release.

**SECTION 3. Further Assurances.** Administrative Agent agrees to cooperate with the Debtors and to execute, acknowledge and deliver such further releases, termination statements, assignments and other assurances pursuant to this Release, as may be reasonably requested by Debtors in order to effectuate the complete release of Administrative Agent's security interests in the IP Collateral.

**SECTION 4. Governing Law.** THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, WL Ross has executed this Release as of the Effective Date:

WL ROSS & CO. LLC,  
as Administrative Agent

By: INVESCO Private Capital, Inc.,  
its Managing Member

By: 

Name: *Michael J. Gibbons*

Title: *Authorized Signatory*

**EXHIBIT A**

**IP Collateral**

**Patent Collateral:**

Gunderson Rail Services LLC – U.S. Patent Applications:

Description	Appl. No.	Filing Date
INSULATED FREIGHT CAR AND FREIGHT CAR COMPONENTS USING METHOD OF RECONSTRUCTING WORN ARTICULATED RAILCAR	60782610	03/14/06
	60795985	04/27/06

Meridian Rail Acquisition Corp. – U.S. Patents:

Description	Patent No.	Issued
ADJUSTABLE SIDE BEARING FOR A RAILCAR	6581527	06/24/03
LIGHTWEIGHT EMERGENCY KNUCKLE FOR A RAILROAD CAR	6129227	10/10/00
PIVOT PIN AND RETENTION CLIP ASSEMBLY FOR A RAILROAD CAR	6062406	05/16/00
LIGHTWEIGHT KNUCKLE FOR A RAILROAD CAR COUPLER	5954212	09/21/99
METHOD AND APPARATUS FOR CONTAINING AND SUPPRESSING RAILROAD TRACKWORK INTERSECTIONS	5884569	03/23/99
	5845881	12/08/98
METHOD AND APPARATUS FOR CONTAINING AND SUPPRESSING	5613453	03/25/97

**Trademark Collateral:**

Gunderson Rail Services LLC – U.S. Trademark Applications:

Mark	Appl. No.	Filing Date
RAIL PARTS DEPOT	77608134	11/05/08

Meridian Rail Acquisition Corp. – U.S. Trademark Registrations:

Mark	Reg. No.	Reg. Date
MERIDIANRAIL	2751183	08/12/03
ABC RAIL	1510876	11/01/88
ABC RAIL	1510875	11/01/88
NATIONAL	1200366	04/13/82

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