

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RELCO LOCOMOTIVES, INC.		06/18/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK
Street Address:	222 South Riverside Plaza, 32nd Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76328318	RELCO LOCOMOTIVES, INC.
Serial Number:	85473087	RELCO
Serial Number:	85473070	RELCO
Serial Number:	76115113	RELCO

CORRESPONDENCE DATA

Fax Number: 6127661600  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 612-766-6911  
 Email: susan.carlson@faegrebd.com  
 Correspondent Name: Susan Carlson  
 Address Line 1: 90 South 7th St Ste 2200  
 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson

OP \$115.00 76328318

Date:

06/21/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of June 18, 2013 by and between RELCO LOCOMOTIVES, INC., an Illinois corporation (the “**Debtor**”), and FIFTH THIRD BANK, an Ohio banking corporation (the “**Secured Party**”).

Pursuant to a Loan and Security Agreement dated as of December 1, 2007, by and among the Debtor, RELCO LAND HOLDINGS OF ILLINOIS LLC, a Delaware limited liability company (“**RLH Illinois**”), RELCO LAND HOLDINGS OF IOWA LLC, a Delaware limited liability company (“**RLH Iowa**”, and together with the Debtor and RLH Illinois, collectively, the “**Borrowers**”), and the Secured Party, as the bank thereunder, as amended by various amendments (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Secured Party has agreed to make advances to, and issue letters of credit for the account of, the Debtor and the other Borrowers.

As a condition to entering into that certain Fourteenth Amendment to Loan and Security Agreement among certain of the Borrowers and the Secured Party of even date herewith (the “**Fourteenth Amendment**”), the Debtor is required to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement, the Fourteenth Amendment and this Agreement, the parties hereby agree as follows:

### 1. **Definitions.**

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

### 2. **Grant of Security Interest.**

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Loan Agreement, does hereby irrevocably grant and create) a security interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

“**Specified Intellectual Property**” means the Trademarks, including, without limitation, each of the Trademarks listed on Schedule A, including the owner of each item and the application or registration number of each item.

“**Trademarks**” means each trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, included in the Collateral, together with the goodwill associated therewith.

### 3. **Representations and Warranties.**

The Debtor represents and warrants that the Debtor owns each of the specified Trademarks, free and clear of any Lien other than Permitted Liens.

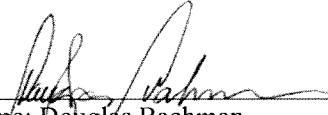
**4. General Rights and Obligations.**

Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Loan Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*Signature pages follow*

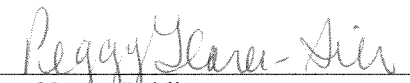
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

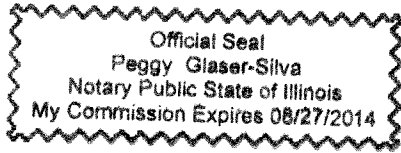
**RELCO LOCOMOTIVES, INC.**

By   
Name: Douglas Bachman  
Title: Chief Administrative Officer


STATE OF IL )  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2013 by Douglas Bachman, the Chief Administrative Officer of RELCO LOCOMOTIVES, INC., an Illinois corporation, on behalf of such corporation.

  
Notary Public



**FIFTH THIRD BANK**

By: 

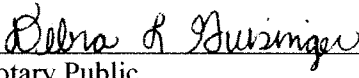
Name: Robert W. Hart

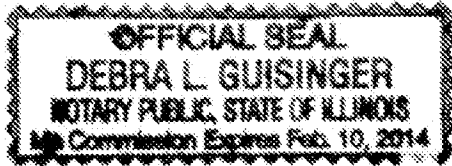
Title: Vice President and Managing Director

STATE OF Illinois )

COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2013 by Robert W. Hart, a Vice President and Managing Director of FIFTH THIRD BANK, an Ohio banking corporation, on behalf of such banking corporation.

  
Notary Public



TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks Registrations - United States

<b>Trademark</b>	<b>Trademark Serial Number</b>	<b>Filing Date</b>
RELCO LOCOMOTIVES, INC.	76328318	10/19/2001
RELCO	85473087	11/15/2011
RELCO	85473070	11/15/2011
RELCO	76115113	8/21/2000