

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		08/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nordco Inc.		
Street Address:	245 W. Forest Hill Avenue		
City:	Oak Creek		
State/Country:	WISCONSIN		
Postal Code:	53154		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1345985	SHUTTLE WAGON	
Registration Number:	1319263	RYD-A-RAIL	
Registration Number:	2115591	NORDCO	
Registration Number:	3071877	NORDCO	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337285-27		

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NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/21/2013
Total Attachments: 6 source=Trademark Release 3761-0564#page1.tif source=Trademark Release 3761-0564#page2.tif source=Trademark Release 3761-0564#page3.tif source=Trademark Release 3761-0564#page4.tif source=Trademark Release 3761-0564#page5.tif source=Trademark Release 3761-0564#page6.tif	

TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of August 19, 2013, by GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (“**Administrative Agent**”) for the Lenders and the L/C Issuers and the other Secured Parties.

WITNESSETH:

WHEREAS, Administrative Agent and Nordco Inc. a Delaware corporation (“Borrower”), and Shuttlewagon, Inc. a Delaware corporation (“Shuttlewagon” together with Borrower, “**Grantors**”), were parties to that certain Trademark Security Agreement dated as of April 11, 2008 (the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Credit Parties granted a security interest to Administrative Agent in, among other things, the Trademark Collateral (as defined in the Security Agreement) as security for certain obligations owing by Credit Parties to the financial institutions (collectively, the “**Lenders**”) from time to time party to that certain Credit Agreement by and among Grantors, the other Credit Parties party thereto, Administrative Agent, Revolver Agent (as defined therein) and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademark Collateral set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Assignment Division of the United States Patent and Trademark Office on April 16, 2008 at Reel 3761, Frame 0564; and

WHEREAS, Grantors have requested that Administrative Agent release its security interest in the Trademark Collateral and reassign the same to Grantors;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby releases its security interest in all of each Grantors’ right, title and interest in and to all of the following:

- a. all of its Trademarks, including, without limitation, those referred to on Exhibit A hereto;
- b. all renewals and extensions of the foregoing
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

c. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Administrative Agent hereby reassigns, grants and conveys to Grantors, without any representation, warranty, recourse or undertaking by Administrative Agent, all of Administrative Agent's right, title and interest in and to the Trademark Collateral.


3. Administrative Agent agrees that it shall execute all other documents and do all other acts necessary to terminate the Security Agreement and effect the release of such right, title and interest to Grantors, at the sole cost and expense of Grantors.

4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: 
Name: _____
Title: Duly Authorized Signatory
Amy L. Krebs
Duly Authorized Signatory

Trademark Release of Security Interest

TRADEMARK
REEL: 005095 FRAME: 0271

EXHIBIT A

See attached

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

A. U.S. Registered Trademarks

Trademark	Serial No.	Registration No.	Status	Owner
NORDCO	75/138,463	2,115,591	Active	Nordco Inc.
NORDCO (stylized)	78/356,800	3,071,877	Active	Nordco Inc.
SHUTTLE WAGON & Design	73/458,435	1,345,985	Active	Central Power Products, Inc.
RYD-A-RAIL	73/465,071	1,319,263	Active	Central Power Products, Inc.

B. Foreign Registered Trademarks

Trademark	Country	Registration No.	Status	Owner
NORDCO	Canada	TMA645,925	Active	Nordco Inc.
NORDCO & Design	Canada	TMA641,018	Active	Nordco Inc.
SHUTTLE WAGON & Design	Canada	TMA562,739	Active	Central Power Products, Inc.
SHUTTLEWAGON	Canada	TMA589,008	Active	Central Power Products, Inc.
RYD-A-RAIL	Canada	TMA547,016	Active	Central Power Products, Inc.
Design (Ram logo)	European Community Trademark	2020220	Active	Central Power Products, Inc.
SHUTTLE WAGON	European Community Trademark	2020295	Active	Central Power Products, Inc.
SHUTTLE WAGON	Mexico	497838	Active	Central Power Products, Inc.
Design (Ram logo)	Mexico	492923	Active	Central Power Products, Inc.

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

Distributor Agreement, dated as of May 1, 2003, between Nordco Inc. and Fessl Pty. Limited, whereby Nordco Inc. authorizes Fessl to use certain trademarks, trade names, trade styles, logos and service marks of Nordco Inc. in connection with Fessl's selling, promoting and advertising certain products.