

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holden America IL, LLC		01/08/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A.		
Street Address:	678 Lee Street		
City:	Des Plaines		
State/Country:	ILLINOIS		
Postal Code:	60016		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2982408	BLOCK-CHOCK	
CORRESPONDENCE DATA			
Fax Number:	3127821745		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-580-2347		
Email:	amauro@thompsoncoburn.com		
Correspondent Name:	Anita Mauro c/o Thompson Coburn LLP		
Address Line 1:	55 E. Monroe Street, 37th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	52516.133989		
NAME OF SUBMITTER:	Anita B. Mauro		
SIGNATURE:	/Anita B. Mauro/		
DATE SIGNED:	01/08/2015		
Total Attachments: 10			
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**FIRST AMENDMENT AND REAFFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment and Reaffirmation of Intellectual Property Security Agreement (this "First Amendment") is made and entered into as of January 8, 2015, by and among Steelhead Corp., an Illinois corporation ("Steelhead"), Axiom Resources, L.L.C., an Illinois limited liability company ("Axiom LLC"), Encore Rail Systems, Inc., an Illinois corporation ("Encore"), Ramptech Inc., an Illinois corporation ("Ramptech"), Metropolitan Air Technology, LLC, an Illinois limited liability company ("Metropolitan"), Axiom Equipment Co., an Illinois corporation ("AEC"), Railway Program Services, Inc., an Illinois corporation ("RPSI"), Holden Sales & Service, LLC, an Illinois limited liability company ("Holden Sales") and Holden America IL, LLC, an Illinois limited liability company ("Holden Acquisition"; Steelhead, Axiom LLC, Encore, Ramptech, Metropolitan, AEC, RPSI, Holden Sales and Holden Acquisition are each individually a "Borrower" and collectively the "Borrowers"), and among FirstMerit Bank, N.A., a national banking association ("Lender").

1. **Background**

A. Lender had provided certain loans, extensions of credit and other financial accommodations (the "Prior Financial Accommodations") to Borrowers, pursuant to: (a) that certain Loan and Security Agreement dated as of November 6, 2014, by and between Lender and Borrowers, as amended or restated from time to time (the "Loan Agreement"), and (b) the other documents, agreements and instruments referenced in the Loan Agreement or executed and delivered pursuant thereto, including, without limitation, that certain Intellectual Property Security Agreement dated as November 6, 2014, executed and delivered by Borrowers to Lender (the "IP Security Agreement").

B. Subject to the conditions precedent set forth in Section 2.1(C) of the Loan Agreement, Borrowers have requested that Lender fund "Term Loan B" (as defined under the Loan Agreement) (the "Additional Financial Accommodations"), which will be evidenced by that certain Term Note B of even date herewith executed and delivered by Borrowers to Lender in the principal amount of Twenty-Five Million and no/100 Dollars (\$25,000,000.00) (the "Term Note B").

C. Lender is willing to provide the Additional Financial Accommodations pursuant to the Term Note B, provided, among other things, Borrowers execute and deliver this First Amendment to Lender.

D. In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrowers, Borrowers hereby covenant unto and agree with Lender as set forth in this First Amendment.

2. **Recitals.** The foregoing recitals are hereby incorporated into this First Amendment.

3. **Definitions.** Except as expressly set forth in this First Amendment, all terms in this First Amendment which have an initial capital letter where not required by the rules of grammar

are defined in the IP Security Agreement, including by reference to defined terms in the Loan Agreement.

4. **Amendments to IP Security Agreement.** Effective as of the date of this First Amendment, Schedule A and Schedule B are each amended by adding the additional Intellectual Property Collateral identified on Exhibit A and Exhibit B attached hereto, and Borrowers hereby acknowledge and agree that such additional Intellectual Property Collateral shall be made a part thereof.

5. **Reaffirmation.** Borrowers hereby expressly:

(a) consent to the execution by the Borrowers and Lender of Term Note B and the other agreements, documents and instruments executed and delivered in connection therewith;

(b) acknowledge that the Liabilities secured by the IP Security Agreement include all of the obligations and liabilities owing from time to time by Borrowers or any Borrower to Lender, including, but not limited to, (i) the Loan Agreement, (ii) the Revolving Note, (iii) Term Note A, and (iii) Term Note B;

(c) reaffirm all of their obligations and liabilities to Lender under the IP Security Agreement in all respects, as amended hereby;

(d) agree that such obligations and liabilities shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any matter whatsoever; and

(e) represent that each of the representations and warranties made by the undersigned in any of the documents executed in connection with the aforesaid loans to the Borrowers remains true and correct.

6. **Construction.**

(a) This First Amendment has been delivered and accepted in Chicago, Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois (excluding Illinois' choice of law provisions), regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

(b) If any provision contained herein is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect; provided, however, if such invalid or unenforceable provision shall be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

(c) If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the IP Security Agreement, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the IP Security Agreement, the IP Security Agreement, as amended by this First Amendment, shall remain in and have its intended full force and effect, and Borrowers hereby affirm, confirm and ratify the same.

[signature page follows]

IN WITNESS WHEREOF, Borrowers and Lender have duly executed this First Amendment on the day and year first above written.

STEELHEAD CORP.,
an Illinois corporation

By: _____
Name: Greg Winsor
Title: President

AXIUM RESOURCES, L.L.C.,
an Illinois limited liability company

By: _____
Name: Greg Winsor
Title: Sole Member

ENCORE RAIL SYSTEMS, INC.,
an Illinois corporation

By: _____
Name: Greg Winsor
Title: Chairman of the Board

RAMPTECH INC.,
an Illinois corporation

By: _____
Name: Greg Winsor
Title: President

METROPOLITAN AIR TECHNOLOGY, LLC,
an Illinois limited liability company

By: _____
Name: Greg Winsor
Title: Manager

AXIUM EQUIPMENT CO.,
an Illinois corporation

By: _____
Name: Greg Winsor
Title: President

RAILWAY PROGRAM SERVICES, INC.,
an Illinois corporation

By: _____
Name: Greg Winsor
Title: President

HOLDEN AMERICA II, LLC,
an Illinois limited liability company

By: _____
Name: Greg Winsor
Title: Manager

HOLDEN SALES & SERVICE, LLC,
an Illinois limited liability company

By: _____
Name: Greg Winsor
Title: Manager

FIRSTMERIT BANK, N.A.,
a national banking association

By: _____
Name: Erik Skogbakken
Title: Senior Vice President

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an Illinois limited liability company

By: _____
Name: Greg Winsor
Title: Manager

FIRSTMERIT BANK, N.A.,
a national banking association

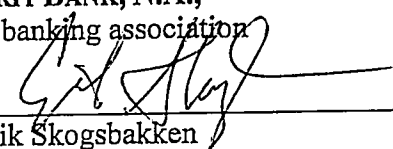
By: 
Name: Erik Skogsbakken
Title: Senior Vice President

EXHIBIT A

Additional Trademarks and Trademark Registrations

**TO SCHEDULE A
TO COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY**

See attached.

HOLDEN AMERICA II, LLC

TRADEMARKS

MARK	COUNTRY	REG. NO.	REG. DATE	APPL'N NO.	FILING DATE	MATTER NO.	STATUS
BLOCK-CHOCK	US	2,982,408	02-Aug-2005	78/319,399	28-Oct-2003	Pillsbury Winthrop	Cancelled (Holden America Inc.)
BLOCK-CHOCK	Canada	TMA678201	06-Dec-2006	1194793	27-Oct-2003	Borden Ladner	Registered (Holden America Inc.)
BLOCK-CHOCK	Mexico	850657	17-Sep-2004	632487	03-Dec-2003	Hinojosa Jose	Registered (Holden America Inc.)

EXHIBIT B

Additional Patents and Patent Registrations

**TO SCHEDULE B
TO COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY**

See attached.

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HOLDEN AMERICA IL, LLC

PATENTS

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPL'N NO.	FILING DATE	MATTER NO.	STATUS
RESTRAINT DEVICE FOR A TIRE	US	8,491,238	23-Jul-2013	12/012,444	30-Jan-2008	27376.0005 (P01700US00)	Issued
RESTRAINT DEVICE FOR A TIRE	Canada	2,650,090	17-Jun-2014	2,650,090	16-Jan-2009	27376.0010 (P01700CA00)	Issued
RESTRAINT DEVICE FOR A TIRE	Mexico	314440	22-Oct-2013	MX/a/2009/000986	26-Jan-2009	27376.0011 (P01700MX00)	Issued
RESTRAINT DEVICE FOR A TIRE (CIP)	US	8,562,264	22-Oct-2013	13/241,649	23-Sep-2011	27376.0015 (P01700US01)	Issued
RESTRAINT DEVICE FOR A TIRE (CIP)	Canada	--	--	2,790,665	21-Sep-2012	27376.0018 (P01700CA01)	Pending
RESTRAINT DEVICE FOR A TIRE (CIP)	Mexico	--	--	MX/a/2012/011044	24-Sep-2012	27376.0017 (P01700MX01)	Pending
CATCHER TIRE ABUTMENT DEVICE FOR RESTRAINING ROAD VEHICLE ON A TRANSPORT DEVICE	US	7,044,698	16-May-2006	10/842,531	11-May-2004	Norton Rose	Issued (4294661 Canada Inc.)
METHOD AND SYSTEM FOR RESTRAINING ROAD VEHICLE ON A TRANSPORT VEHICLE	US	6,835,034	28-Dec-2004	10/334721	02-Jan-2003	Norton Rose	Issued (4294661 Canada Inc.)
METHOD AND SYSTEM FOR RESTRAINING ROAD VEHICLE ON A TRANSPORT VEHICLE	Canada	2,511,467	22-Nov-2011	2,511,467	21-Jun-2005	Norton Rose	Issued (4294661 Canada Inc.)
METHOD AND SYSTEM FOR RESTRAINING ROAD VEHICLE ON A TRANSPORT VEHICLE	China	100540359	16-Sep-2009	200380108153	30-Dec-2003	[?]	Issued (4294661 Canada Inc.)
VEHICLE WHEEL CHOCK	US	5,302,063	12-Apr-1994	07/843,122	28-Feb-1992	Keck Mahin	Expired

TRADEMARK

REEL: 005437 FRAME: 0108

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPL'N NO.	FILING DATE	MATTER NO.	STATUS
WHEEL CHOCKING SYSTEM FOR ARRESTING ROAD VEHICLES DURING TRANSPORTATION	US	5,312,213	17-May-1994	07/932,189	17-Dec-1992	Norton Rose	Expired
WHEEL CHOCKING SYSTEM FOR ARRESTING ROAD VEHICLES DURING TRANSPORTATION	Canada	2,131,193	26-Apr-2005	2,131,193	29-Aug-1994	Norton Rose	Expired
WHEEL CHOCKING SYSTEM FOR ARRESTING ROAD VEHICLES DURING TRANSPORTATION	Canada	2,494,898	21-Mar-2006	2,494,898	26-Feb-1993	Norton Rose	Lapsed