

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. STUCKI COMPANY		09/18/2015	CORPORATION: DELAWARE
Alco Spring Industries, Inc.		09/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Security Benefit Corporation		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	0983726	STUCKI	
Registration Number:	1434629	ELASTOWEDGE	
Registration Number:	2575730	SSB	
Registration Number:	2587863	CSB	
Registration Number:	2665013		
Registration Number:	3577502	RETROXT	
Registration Number:	3577501	POWRGUARD	
Registration Number:	3581410	HYDRA SHOX	
Registration Number:	3845884	ALCO	
Registration Number:	3984163	A	
Serial Number:	85869731	DYNAMIQ	
Serial Number:	85869824	DYNAMIQ	
Serial Number:	86378324	AIR:LINQ	
Serial Number:	86378362	AIR: LINQ	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<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>			

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Phone: 212-872-8039
Email: sdwosh@akingump.com, kkoehler@akingump.com
Correspondent Name: Sophia Ahern Dwosh
Address Line 1: One Bryant Park
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 694402.0012

NAME OF SUBMITTER: Kwan Koehler

SIGNATURE: /Kwan Koehler/

DATE SIGNED: 09/24/2015

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of September 18, 2015, is made by the persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Security Benefit Corporation, as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, SCI RAIL MERGERSUB, LLC, a Delaware limited liability company (“*Merger Sub*”, which on the Closing Date shall be merged with and into A. STUCKI INVESTMENTS HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), with Holdings surviving such merger), Holdings and A. STUCKI INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the “*Company*”), have entered into that certain Credit Agreement dated as of September 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the Lenders from time to time party thereto, and SECURITY BENEFIT CORPORATION, as Administrative Agent (together with any successor administrative agent, in such capacity, the “*Administrative Agent*”) for the Lenders and as Collateral Agent (together with any successor collateral agent appointed pursuant thereto, in such capacity, the “*Collateral Agent*”) for the Secured Parties, and the other parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of September 18, 2015, among Merger Sub, Holdings, the Company, the other Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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 Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

all letters patent of the United States and all applications for letters patent of the United States, including those set forth in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed

therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the “*Patents*”);

all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those set forth in Schedule B hereto, together with all goodwill associated therewith or symbolized thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) (the “*Trademarks*”);

(x) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, (y) all registrations and applications for registration of any such copyright in the United States, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and (z) any written agreement, now or hereafter in effect, granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (including, without limitation, any such rights that such Grantor has the right to license), including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything to the contrary, in no event shall clause (1.3)(z) above include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under, such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code)) or principles of equity; *provided*, that immediately upon the ineffectiveness, lapse or termination

of any such provision, clause (1.3)(z) above shall include all such rights and interests as if such provision had never been in effect.

Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this IP Security Agreement by facsimile or other electronic transmission (including .pdf or .tif format) shall be as effective as delivery of a manually signed original.

Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

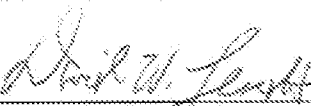
Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

A. STUCKI COMPANY

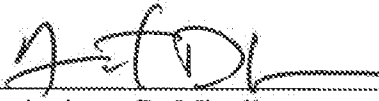
By: 
Name: David W. Lendt
Title: Vice President/CFO/Treasurer/Secretary

ALCO SPRING INDUSTRIES, INC.

By: 
Name: David W. Lendt
Title: Vice President/CFO/Treasurer/Secretary

[Signature Page to Intellectual Property Security Agreement]

SECURITY BENEFIT CORPORATION
as Collateral Agent

By: 
Name: Anthony D. Minella
Title: Senior Vice President

SCHEDULE A

Patents and Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Country</u>	<u>Application/Registration No.</u>
A. Stucki Company	Railway Car Truck and Method and Apparatus for Velocity-Dependent Friction Damping	March 2, 1999	United States	5875721
A. Stucki Company	Pivoting Joint for Pivotaly Joining a Brake Head to a Brake Beam	August 23, 2005	United States	6932535
A. Stucki Company	Spare Brake Beam	August 12, 2008	United States	7410037
A. Stucki Company	Center Bowl Liner With Spring Washer Conductor	December 27, 2011	United States	8082855
A. Stucki Company	Center Bowl Liner With Spring Washer Conductor	April 9, 2013	United States	8413590
A. Stucki Company	Modular Base Side Bearing	September 17, 2013	United States	8534202
A. Stucki Company	Brake Beam Assembly	December 2, 2014	United States	8899388
A. Stucki Company	Modular Base Side Bearing	January 27, 2015	United States	8939087
A. Stucki Company	Railroad Car Seal for Railroad Hopper Cars	January 6, 2015	United States	8925467
A. Stucki Company	Brake Beam Assembly	April 7, 2015	United States	8997949
A. Stucki Company	Modular Base Side Bearing	March 10, 2011	Australia	2004222826

A. Stucki Company	Constant Contact Side Bearing For Railroad Freight Cars	February 23, 2009	Mexico	2008000316
A. Stucki Company	Air Hose Hanger for a Rail Way Vehicle	January 14, 2014	United States	14/154401
A. Stucki Company	Air Hose Hanger for a Rail Way Vehicle	January 14, 2014	United States	29/479247
A. Stucki Company	Air Hose Hanger for a Rail Way Vehicle	January 8, 2015	United States	14/592348(CIP of 14/154401)
A. Stucki Company	Brake Beam Assembly	May 21, 2010	Mexico	MX/a/2012/012167
	Brake Beam Assembly	May 21, 2010	Brazil	BR112012027057-5
A. Stucki Company	Brake Beam Assembly	April 11, 2014	India	201209752

SCHEDULE B

Trademarks and Trademark Applications

<u>Owner</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Country</u>	<u>Application/Registration No.</u>
A. Stucki Company	STUCKI	May 14, 1974	United States	0983726
A. Stucki Company	ELASTOWEDGE	March 31, 1987	United States	1434629
A. Stucki Company	SSB	June 4, 2002	United States	2575730
A. Stucki Company	CSB	July 2, 2002	United States	2587863
A. Stucki Company	Color (Pantone Color 472C)	December 24, 2002	United States	2665013
A. Stucki Company	RETROXT	February 17, 2009	United States	3577502
A. Stucki Company	POWRGUARD	February 17, 2009	United States	3577501
A. Stucki Company	HYDRA SHOX	February 24, 2009	United States	3581410
ALCO Spring Industries, Inc.	ALCO	September 7, 2010	United States	3845884
ALCO Spring Industries, Inc.	Stylized "a"	June 28, 2011	United States	3984163
A. Stucki Company	DYNAMIQ	March 7, 2013	United States	85/869731
A. Stucki Company	DYNAMIQ and Design	March 7, 2013	United States	85/869824
A. Stucki Company	AIR:LINQ	August 27, 2014	United States	86/378324
A. Stucki Company	AIR:LINQ and Design	August 27, 2014	United States	86/378362
A. Stucki Company	Color (Pantone Color 472C)	November 6, 2002	Australia	933299
A. Stucki Company	STUCKI	March 8, 1978	Australia	B316321
A. Stucki Company	STUCKI	October 24, 2001	Canada	TMA552867

A. Stucki Company	STUCKI	February 16, 2000	Europe	001511005
A. Stucki Company	STUCKI	November 29, 2000	S. Korea	482453
A. Stucki Company	STUCKI	March 17, 2000	Mexico	653212
A. Stucki Company	STUCKI	January 3, 2006	Brazil	822526182
A. Stucki Company	STUCKI	October 19, 2010	Brazil	829889965
A. Stucki Company	STUCKI	June 18, 2013	India	1710922
ALCO Spring Industries, Inc.	ALCO	April 16, 2009	Australia	1294636
ALCO Spring Industries, Inc.	ALCO	September 28, 2011	Canada	TMA807901
ALCO Spring Industries, Inc.	ALCO	September 8, 2010	S. Korea	0835707
ALCO Spring Industries, Inc.	ALCO	September 23, 2013	Europe	008220204
A. Stucki Company	DYNAMIQ	September 6, 2013	Australia	1578966
A. Stucki Company	DYNAMIQ and Design	September 6, 2013	Australia	1578979
A. Stucki Company	DYNAMIQ	December 13, 2013	Mexico	1421504
A. Stucki Company	DYNAMIQ and Design	February 25, 2014	Mexico	1436919
A. Stucki Company	STUCKI	April 16, 2013	Brazil	840487045
	ALCO	May 11, 2009	Brazil	901624659
A. Stucki Company	DYNAMIQ	September 6, 2013	Brazil	840635710
A. Stucki Company	DYNAMIQ	September 6, 2013	Canada	1642464
A. Stucki Company	DYNAMIQ	September 6, 2013	India	2592884
A. Stucki Company	DYNAMIQ and Design	September 6, 2013	Brazil	840635729
A. Stucki Company	DYNAMIQ and Design	September 6, 2013	Canada	1642465

A. Stucki Company	DYNAMIQ and Design	September 6, 2013	India	2592883
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SCHEDULE C

Copyrights, Copyright Applications and Copyright Licenses

<u>Owner</u>	<u>Title</u>	<u>Registration Date</u>	<u>Country</u>	<u>Registration No.</u>	<u>Serial No.</u>
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	5/17/78	United States	TX0000040649	CSN0004404
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	10/2/78	United States	TX0000115027	CSN0004404
A. Stucki Company	Stucki body side bearings plate and wedge designs.	5/17/78	United States	TX0000040648	n/a
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	9/23/87	United States	TX0002162400	CSN0026036
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	5/16/86	United States	TX0001828700	CSN0026036
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	12/18/85	United States	TX0001721788	CSN0026036
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	12/8/81	United States	TX0000815169	CSN0026036
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	12/5/80	United States	TX0000593044	CSN0026036
A. Stucki Company	Keeping track: a somewhat regular report on problems and progress in freight car dynamics.	1/10/80	United States	TX0000392888	CSN0026036

TRADEMARK