

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518871

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>    |
| JAC Operations, Inc.  |   | 04/12/2019            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | BMO Harris Bank N.A.                        |                       |                       |
| <b>Street Address:</b>  | 111 West Monroe                             |                       |                       |
| <b>City:</b>  | Chicago                                     |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                                    |                       |                       |
| <b>Postal Code:</b>   | 60603                                       |                       |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 1798623                                     | BETHGON               |                       |
| <b>Registration Number:</b>   | 3517388                                     | DYNASTACK             |                       |
| <b>Registration Number:</b>   | 3072334                                     | FREIGHTCAR AMERICA    |                       |
| <b>Serial Number:</b>   | 88041000                                    | FREIGHTCAR AMERICA    |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  | 2149813400                                  |                       |                       |
| <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> |   |                       |                       |
| <b>Phone:</b>   | 214-981-3483                                |                       |                       |
| <b>Email:</b>   | dclark@sidley.com                           |                       |                       |
| <b>Correspondent Name:</b>  | Dusan Clark, Esq.                           |                       |                       |
| <b>Address Line 1:</b>  | Sidley Austin LLP                           |                       |                       |
| <b>Address Line 2:</b>  | 2021 McKinney Ave., Suite 2000              |                       |                       |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201                         |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 11569-30290                                 |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Dusan Clark                                 |                       |                       |
| <b>SIGNATURE:</b>   | /Dusan Clark/                               |                       |                       |
| <b>DATE SIGNED:</b>   | 04/12/2019                                  |                       |                       |
| <b>Total Attachments: 4</b>   |   |                       |                       |

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source=BMO\_FCA\_ Trademark Security Agreement (JAC Operations, Inc.) 242300035\_1 (3)#page4.tif

**GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of April 12, 2019, by JAC OPERATIONS, INC. (the “**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as Lender (together with its successors and permitted assigns in such capacity, the “**Grantee**”).

**WHEREAS**, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

**WHEREAS**, the Grantor has entered into a Credit and Security Agreement, dated April 12, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Credit and Security Agreement**”), by and among the Grantor and the Grantee; and

**WHEREAS**, pursuant to the Credit and Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Credit and Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Credit and Security Agreement).

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit and Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit and Security Agreement. In the event of any conflict between this Trademark Security Agreement and the Credit and Security Agreement, the Credit and Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

JAC OPERATIONS, INC.

By:           J. Maliekel            
Name: Joseph J. Maliekel  
Title: Vice President and Controller

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations

| <b>Registration Number</b> | <b>Mark</b>                                    | <b>Registration Date</b> |
|----------------------------|--|--------------------------|
| 1,798,623                  | Trademark - "BethGon"                          | 10/12/1993               |
| 3,517,388                  | Trademark - "DynaStack"                        | 10/14/2008               |
| 3,072,334                  | Trademark "FREIGHTCAR AMERICA" on supplemental | 03/21/2006               |

Trademark Applications

| <b>Application Number</b> | <b>Mark</b>                   | <b>Application Date</b> |
|---------------------------|-------------------------------|-------------------------|
| 88041000                  | Stylized "FREIGHTCAR AMERICA" | 07/17/2018              |