

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A. AS ADMINISTRATIVE AGENT		04/12/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	JAC OPERATIONS, INC.		
Street Address:	Two North Riverside Plaza		
Internal Address:	Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1798623	BETHGON	
Registration Number:	3517388	DYNASTACK	
Registration Number:	3072334	FREIGHTCAR AMERICA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-857-7070		
Email:	trademarks@kelleydrye.com		
Correspondent Name:	Andrew Pillsbury		
Address Line 1:	Kelley Drye & Warren LLP		
Address Line 2:	333 West Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Andrew Pillsbury		
SIGNATURE:	/Andrew Pillsbury/		
DATE SIGNED:	04/12/2019		
Total Attachments: 5			
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**TERMINATION AND RELEASE OF
PATENT AND TRADEMARK SECURITY AGREEMENTS**

This Termination and Release of Patent and Trademark Security Agreements (this "Termination"), dated as of April 12, 2019, is executed by BANK OF AMERICA, N.A., as administrative agent for the lenders ("Administrative Agent"), in favor of JAC OPERATIONS, INC., a Delaware corporation ("Debtor").

RECITALS

A. Pursuant to that certain Security and Pledge Agreement, dated as of July 26, 2013 (as amended, restated, supplemented, or otherwise modified, the "Security Agreement"), by and between Debtor and Administrative Agent, Debtor granted to Administrative Agent a security interest in the Patent Collateral and the Trademark Collateral (as defined below). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

B. The Notice of Grant of Security Interest in Patents was recorded with the Patent Division of the United States Patent and Trademark Office on August 6, 2013, at Reel/Frame 030983/0512, to evidence the security interest granted under the Security Agreement.

C. The Notice of Grant of Security Interest in Trademarks was recorded with the Trademark Division of the United States Patent and Trademark Office on August 6, 2013, at Reel/Frame 5086/0353, to evidence the security interest granted under the Security Agreement.

D. Administrative Agent agrees to execute this Termination in order to evidence the termination and release of its security interest in the Patent Collateral and the Trademark Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Administrative Agent hereby agrees as follows:

1. Administrative Agent expressly terminates the Security Agreement and terminates, releases, discharges, reassigns, and conveys any and all of Administrative Agent's security interest in, lien on, and any other right, title and interest in, to and under all personal property of Grantors including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(a) (i) all patents, all inventions and patent applications anywhere in the world, including, but not limited to, those patents and patent applications set forth on Schedule I attached hereto, (ii) all improvements, counterparts, reissues, divisional, re-examinations, extensions, continuations (in whole or in part) and renewals of any of the foregoing and improvements thereon, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world (collectively, the "Patent Collateral"); and

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications

in connection therewith (other than each United States application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, but not limited to, the registrations set forth on Schedule II attached hereto, (ii) all counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (iv) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (collectively, the "Trademark Collateral").


2. Administrative Agent represents and warrants that it has the full power and authority to execute this Termination.

3. Administrative Agent authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has executed and delivered this Termination as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Robert L. Knowles
Title: Relationship Manager

[Termination and Release of Patent and Trademark Security Agreements]

NAI-1506879468

TRADEMARK
REEL: 006617 FRAME: 0718

Schedule I

Patents

<u>Description</u>	<u>Owner</u>	<u>Patent Number</u>	<u>Issue Date</u>
Two Piece Center Sill Shroud for Railway Cars - 990010	JAC Operations, Inc.	5,367,958	11/29/1994
Non-metallic Polymer Longitudinal Hood Collar - 990008	JAC Operations, Inc.	5,390,607	02/21/1995
Side Stake for Rotary Dump Railroad Cars - 980003	JAC Operations, Inc.	5,727,475	03/17/1998
Gondola Railcar; Chinese BethGon - 970004	JAC Operations, Inc.	5,813,353	09/29/1998
Lightweight Hopper Car (AutoFlood II) - 980001	JAC Operations, Inc.	5,934,200	08/10/1999
Method of Cold Forming Center Sill for a Railcar (One and Two Piece) - 970016	JAC Operations, Inc.	6,119,345	09/19/2000
Slab/Coil - 200107	JAC Operations, Inc.	6,679,187	01/20/2004
End Door Structure for an Aluminum Vehicle Carrier - 0302	JAC Operations, Inc.	6,837,169	01/04/2005
Manual Discharge Door Operating System for a Hopper Car with Lever (Uniflood) - 200003	JAC Operations, Inc.	6,405,658	06/18/2002
Top Chord Structure - 200101	JAC Operations, Inc.	6,601,522	08/05/2003
One Piece Center Sill - 970003	JAC Operations, Inc.	6,769,366	08/03/2004
Aluminum Vehicle Carrier Railcar - 200301	JAC Operations, Inc.	7,094,013	08/22/2006
Railroad Car Tub - 200001	JAC Operations, Inc.	6,330,863	12/18/2001
Railroad Car Having Cold Formed Center Sill (CIP) - 990015	JAC Operations, Inc.	7,478,599	01/20/2009
Aluminum Vehicle Carrier Railcar - 200301C	JAC Operations, Inc.	7,824,140	11/02/2010
Hopper Railcar with Automatic Individual Door - 0601	JAC Operations, Inc.	7,832,340	11/16/2010
RailroadWellCar w Open Truss Sides-0701	JAC Operations, Inc.	7,954,437	06/07/2011
Open Top Hopper Railcar with Lading Shedding Top Chord and Corner Cap and Integrated Door Operating Controls with Manual Override - 0803	JAC Operations, Inc.	8,342,105	01/01/2012

Patent Applications

<u>Description</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
RailroadWellCar w Open Truss Sides-0701CIP	JAC Operations, Inc.	13/153,879	6/6/2011
Open Top Hopper Railcar with Lading Shedding Top Chord and Corner Cap and Integrated Door Operating Controls with Manual Override -0803C	JAC Operations, Inc.	13/692,090	12/3/2012
Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903	JAC Operations, Inc.	13/554,063	7/20/2012
Multi-Unit Intermodal Railroad Well Car With Safety Platform and Handbrake-1101	JAC Operations, Inc.	13/624,872	9/21/2011
Transverse Through CoilCar With Modular Though Forming Assemblies and Method of Forming Same.-1201	JAC Operations, Inc.	PCT/13/34947	4/2/2013

Schedule II

<u>Description</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
Trademark - "BethGon"	JAC Operations, Inc.	1,798,623	10/12/1993
Trademark - "DynaStack"	JAC Operations, Inc.	3,517,388	10/14/2008
Trademark "FREIGHTCAR AMERICA" (on supplemental)	JAC Operations, Inc.	3,072,334	3/21/2006