OP \$40.00 179862

ETAS ID: TM518908

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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 SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION		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: 1

Property Type	Number	Word Mark
Registration Number:	1798623	BETHGON

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3128577070

Email: trademarks@kelleydrye.com

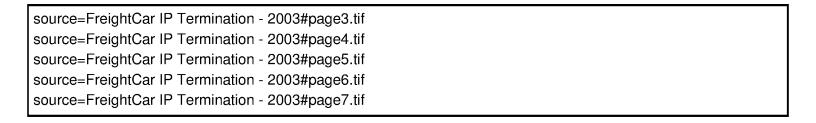
Correspondent Name: Andrew Pillsbury

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: 7

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TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENTS

This Termination and Release of Patent and Trademark Security Agreements (this "<u>Termination</u>"), dated as of April 12, 2019, is executed by BANK OF AMERICA, N.A., as successor to LaSalle Bank National Association (the "<u>Secured Party</u>"), in favor of JAC OPERATIONS, INC., a Delaware corporation, as successor to JAC PATENT COMPANY ("<u>Debtor</u>").

RECITALS

- A. Pursuant to that certain Patent and Trademark Security Agreement, dated as of September 11, 2003 (as amended, restated, supplemented, or otherwise modified, the "Security Agreement"), by and between Debtor and Secured Party, Debtor granted to Secured Party a security interest in the Patent Collateral and the Trademark Collateral (as defined below).
- B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on October 29, 2003, at Reel/Frame 014086/0858 and Reel/Frame 014088/0846, and on December 9, 2003 at Reel/Frame 014178/0798 and at and Reel/Frame 014178/0800, to evidence the security interest granted under the Security Agreement.
- C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 29, 2003, at Reel/Frame 002738/0727, to evidence the security interest granted under the Security Agreement.
- D. Secured Party 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, Secured Party hereby agrees as follows:

- 1. Secured Party expressly terminates the Security Agreement and terminates, releases, discharges, reassigns, and conveys any and all of Secured Party's security interest in, lien on, and any other right, title and interest in, to and under all personal property of Debtor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:
- (a) all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on <u>Schedule I</u> attached hereto (collectively, the "<u>Patent Collateral</u>"); and
- (b) all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule II attached hereto (collectively, the "Trademark Collateral").

- 2. Secured Party represents and warrants that it has the full power and authority to execute this Termination.
- 3. Secured Party authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office to record this Termination.

[Signature Page Follows]

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

BANK OF AMERICA, N.A.,

as successor to LaSalle Bank National Association

Name:

Title:

[Termination and Release of Patent and Trademark Security]

Schedule I

Reel/Frame 014088/0846

United States Issued Patents

<u>Description</u>	Application Number	Application Date	Patent Number	Patent Date
Top Chord Structure	09/920,436	Aug-01	6,601,522	Aug-03
Manual Discharge Door Operating System for a Hopper Car	09/584,571	May-00	6,405,658	Jun-02
Railroad Car Tub	09/561,152	Aug-00	6,330,863	Dec-01
Method of Cold Forming Center Sill for a Railcar	08/953,337	Oct-97	6,119,345	Sep-00
Lightweight Hopper Car	08/843,007	Apr-97	5,934,200	Aug-99
Gondola Railcar	08/786,920	Jan-97	5,813,353	Sep-98
Side Stake for Rotary Dump Rail Cars	08/667,368	Jun-96	5,727,475	Mar-98
Non-metallic Polymer Longitudinal Hood Collar	176,661	Jan-94	5,390,607	Feb-95
Two Piece Center Sill Shroud for Railway Cars	08/202,805	Feb-94	5,367,958	Nov-94
Top Chord Member for Railway Cars	639,459	Jan-91	5,070,793	Dec-91

Foreign Issued Patents

formation .	Paradicking	E4	Applica	tion	
Country	<u>Description</u>	<u>Status</u>	<u>Number</u>	<u>Date</u>	
Brazil	Railroad Car Having Cold Formed Center Sill	Expired	PI 9,711,464.2	Sep-97	
Canada	One Piece Center Sill	Expired	2,189,726	Nov-96	
Canada	Railroad Car Having Cold Formed Center Sill	Expired	2,266,032	Sep-99	
PCT	AVC Doors	Filed	PCT/US01/42203	Sep-00	

Patent Applications

<u>Description</u>	<u> </u>	Application Date
One Piece Center Still	08/712,369	Sep-96

Reel/Frame 014178/0798

United States Issued Patents

<u>Description</u>	Application Number	Application Date	<u>Patent</u> <u>Number</u>	Patent Date
Top Chord Structure	09/920,436	Aug-01	6,601,522	Aug-03
Manual Discharge Door Operating System for a Hopper Car	09/584,571	May-00	6,405,658	Jun-02
Railroad Car Tub	09/561,152	Aug-00	6,330,863	Dec-01
Method of Cold Forming Center Sill for a Railcar	08/953,337	Oct-97	6,119,345	Sep-00
Lightweight Hopper Car	08/843,007	Apr-97	5,934,200	Aug-99
Gondola Railcar	08/786,920	Jan-97	5,813,353	Sep-98
Side Stake for Rotary Dump Rail Cars	08/667,368	Jun-96	5,727,475	Mar-98
Non-metallic Polymer Longitudinal Hood Collar	176,661	Jan-94	5,390,607	Feb-95
Two Piece Center Sill Shroud for Railway Cars	08/202,805	Feb-94	5,367,958	Nov-94
Top Chord Member for Railway Cars	639,459	Jan-91	5,070,793	Dec-91

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Reel/Frame 014178/0800

United States Issued Patents

Description	Application Number	Application Date	<u>Patent</u> <u>Number</u>	Patent Date
Top Chord Structure	09/920,436	Aug-01	6,601,522	Aug-03
Manual Discharge Door Operating System for a Hopper Car	09/584,571	May-00	6,405,658	Jun-02
Railroad Car Tub	09/561,152	Aug-00	6,330,863	Dec-01
Method of Cold Forming Center Sill for a Railcar	08/953,337	Oct-97	6,119,345	Sep-00
Lightweight Hopper Car	08/843,007	Apr-97	5,934,200	Aug-99
Gondola Railcar	08/786,920	Jan-97	5,813,353	Sep-98
Side Stake for Rotary Dump Rail Cars	08/667,368	Jun-96	5,727,475	Mar-98
Non-metallic Polymer Longitudinal Hood Collar	176,661	Jan-94	5,390,607	Feb-95
Two Piece Center Sill Shroud for Railway Cars	08/202,805	Feb-94	5,367,958	Nov-94
Top Chord Member for Railway Cars	639,459	Jan-91	5,070,793	Dec-91

Foreign Issued Patents

Country	Doministica	States	<u>Application</u>	
COURT	<u>Description</u>	<u>Status</u>	<u>Number</u>	<u>Date</u>
Brazil	Railroad Car Having Cold Formed Center Sill	Expired	PI 9,711,464.2	Sep-97
Canada	One Piece Center Sill	Expired	2,189,726	Nov-96
Canada	Railroad Car Having Cold Formed Center Sill	Expired	2,266,032	Sep-99
PCT	AVC Doors	Filed	PCT/US01/42203	Sep-00

Patent Applications

	Application Number	
One Piece Center Still	08/712,369	Sep-96

Schedule II

Reel/Frame 002738/0727

Country	Description	<u>Eiled</u>	Application Number	Registration Number
US	Trademark – "BethGon"	11/25/91	224680	1,798,623
Canada	Trademark – "BethGon"	7/26/93	733,792	442,306

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RECORDED: 04/12/2019