

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAC Operations, Inc.		11/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	214 NORTH TRYON STREET, 27TH FLOOR		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1798623	BETHGON	
Registration Number:	3517388	DYNASTACK	
Registration Number:	3072334	FREIGHTCAR AMERICA	
Registration Number:	5808551	FREIGHTCAR AMERICA LEASING	
Registration Number:	5708748	FREIGHTCAR AMERICA	
CORRESPONDENCE DATA			
Fax Number:	3107854601		
<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:	3107854600		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Lina Perez of Hogan Lovells US LLP		
Address Line 1:	1999 Avenue of the Stars, Suite 1400		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Lina Perez of Hogan Lovells US LLP		
SIGNATURE:	/Lina Perez /		
DATE SIGNED:	11/24/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 24, 2020 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of October 13, 2020 by and among FREIGHTCAR NORTH AMERICA, LLC, a Delaware limited liability company (the "Borrower"), FREIGHTCAR AMERICA, INC., a Delaware corporation ("Holdings"), the several financial institutions or other entities from time to time parties thereto (the "Lenders") and U.S. BANK NATIONAL ASSOCIATION, as disbursing agent for the Lenders and as collateral agent for the Secured Parties, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantor entered into a Guarantee and Collateral Agreement dated as of November 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among the Grantor and the Collateral Agent, pursuant to which the Grantor assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby collaterally assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (a) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade

styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively "Trademarks"); and

(b) all agreements, licenses and covenants pursuant to which the Grantor has been granted rights in any Trademark or has otherwise been granted or has granted a covenant not to sue for infringement or other violation of any Trademark, including, without limitation, each agreement listed in Schedule A attached hereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

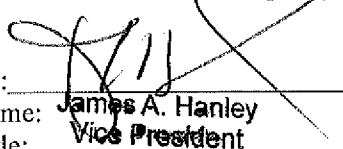
JAC OPERATIONS, INC.,
as Grantor

By:  _____

Name: Christopher Eppel
Title: Vice President, Finance, Chief
Financial Officer, Treasurer and Secretary

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent
and not in its individual capacity

By: 
Name: James A. Hanley
Title: Vics President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007114 FRAME: 0872

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Jurisdiction	Entity	Registration No.	Registration/A pplication Date
Trademark - "BethGon"	74/224680	United States	JAC Operations, Inc.	1,798,623	10/12/1993
Trademark - "DynaStack"	77/192,052	United States	JAC Operations, Inc.	3,517,388	10/14/2008
Trademark "FREIGHTC AR AMERICA" on supplemental	78/614,600	United States	JAC Operations, Inc.	3,072,334	03/21/2006
Stylized "FREIGHTC AR AMERICA LEASING"	88126812	United States	JAC Operations, Inc.	5,808,551	07/16/2019
Stylized "FREIGHTC AR AMERICA"	88041000	United States	JAC Operations, Inc.	5,708,748	03/26/2019
Trademark - "BethGon"	733,792	Canada	JAC Operations, Inc.	442,306	

TRADEMARK LICENSES

None.