

Continuation Item 2

Keokuk Steel Casting Co., Inc.
600 Morgan Street
Keokuk, IA 52632

a Delaware Corp.

NATIONAL CARTRINGS INC.

U.S. PATENTS

Continuation
Item 4

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>	<u>TITLE</u>
4,025,063	05-25-77	WILLISON	CUSHIONING PAD
4,084,704	04-18-78	METZGER	CAR COUPLER
4,111,406	09-05-78	ZANOW	CUSHIONING DEVICE
4,119,209	10-10-78	JNUC	A LOCKING DEVICE FOR A RAILROAD CAR COUPLER
4,128,178	12-05-78	DEPENTI	ROTARY TYPE RAILWAY CAR COUPLER
4,159,032	06-26-79	MAKARY	CORE BOX
4,236,645	12-02-80	DEPENTI	A WEARPLATE FOR A COUPLER SHANK PINSOLE
4,203,523	05-20-80	DEPENTI	A LOCKSETTING MECHANISM FOR A RIGID JAW COUPLER
4,243,149	01-06-81	DEPENTI	AN IMPROVED RAILROAD CAR DRAFT GEAR AND COUPLER
4,248,354	02-03-81	METZGER	A ROTARY LOCKSETTING MECHANISM FOR A RIGID JAW COUPLER
4,310,099	01-12-82	HANULA	IMPROVED ROTARY CONNECTOR
4,328,900	05-11-82	HANULA	A ROTARY COUPLER WITH IMPROVED PIN BEARING
4,350,256	09-11-82	HANULA	ROTARY COUPLER WITH A SPECIALLY CONFIGURED PINSOLE
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4,428,489	01-11-84	HANULA	IMPROVED ROTARY COUPLER CAR COUPLER

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4,433,834	02-28-84	JWUC	COMPOSITE CUSHION PAD
4,445,618	05-01-84	KULLEKE	SPRING BIASED ROTARY RAILWAY CAR COUPLER CARRIER (HC-466)
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4,593,828	06-10-86	HANULA/JWUC	ROTARY RAILROAD CAR F COUPLER
4,597,499	07-01-86	HANULA	BIASED PIN RETAINER BLOCK
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5,241,913	09-07-93	WEBER	REINFORCED BOLSTER FOR RAILROAD CAR TRUCK

18
KEOKUK STEEL CASTINGS CO., INC.

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All domestic and foreign patents: NONE

RELEASE OF PATENT, TRADEMARK AND LICENSE MORTGAGE

This Release of Patent, Trademark and License Mortgage (this "Release") is made as of the 19th day of February, 1999, among THE CIT GROUP/CREDIT FINANCE, INC., a New York corporation (the "Mortgagee"), NATIONAL CASTINGS INC., a Delaware corporation, and KEOKUK STEEL CASTINGS CO., INC., a Delaware corporation (each a "Mortgagor" and, collectively, the "Mortgagors").

WHEREAS, pursuant to that certain Patent, Trademark and License Mortgage executed by the Mortgagors and accepted by the Mortgagee as of November 30, 1993 (a copy of which is attached hereto as Attachment I)(the "Mortgage"), each Mortgagor mortgaged, assigned, granted, transferred and pledged to Mortgagee all of the following (collectively, the "Collateral"):

- (a) patents issued or assigned to, and all patent applications made by such Mortgagor, along with any and all inventions and improvements (collectively, the "Patents");
- (b) trademarks, service marks, trademark and service mark registrations and applications made by such Mortgagor, trade names, tradestyles and brand names (collectively, the "Trademarks");
- (c) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks (collectively, the "Licenses");
- (d) the goodwill of such Mortgagor's business connected with and symbolized by the Trademarks;
- (e) reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing and
- (f) all income, damages, payments and rights associated with the foregoing, including, without limitation, rights to sue for past or future infringements; and

WHEREAS, the Mortgagee has agreed to terminate the assignment and release security interests and other liens granted to the Mortgagee by the Mortgagors under the Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Mortgagor and the Mortgagee hereby agree as follows:

1. Subject to the terms herein, the Mortgagee hereby terminates the assignment contained in the Mortgage, and releases all mortgages, security interests and liens granted to the Mortgagee therein, including without limitation all liens and security interests on any Collateral.
2. The Mortgagors shall pay and save the Mortgagee harmless against all costs, expenses and liabilities which may be incurred by the Mortgagee in connection with this Release.
3. This Release may be executed in any number of counterparts which when taken together shall be deemed to constitute one and the same document.
4. This Release shall be governed by and construed in accordance with Federal law and, to the extent applicable, the internal laws (as opposed to the conflict of law principles) of the State of Illinois.

IN WITNESS WHEREOF, the Mortgagee and the Mortgagors have each caused this Release to be executed by their duly authorized officers as of the date first above written.

THE CIT GROUP/CREDIT FINANCE, INC.,
as Mortgagee

By: Michael J. [Signature]
Title: VICE PRESIDENT

NATIONAL CASTINGS INC., as a Mortgagor

By: Mark S. [Signature]
Title: Asst. Secy

KEOKUK STEEL CASTINGS CO., INC., as
a Mortgagor

By: Mark S. [Signature]
Title: Asst. Secy

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THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of this 30th day of November, 1993, by National Castings Inc., a Delaware corporation having an address at One Corporate Lakes, 2525 Cabot Drive, Suite 107, Lisle, Illinois 60532, and Keokuk Steel Castings Co., Inc. a Delaware corporation having an address at 600 Morgan Street, Keokuk, Iowa 52632 (such corporations referred to individually as "Mortgagor", and collectively as "Mortgagors"), in favor of The CIT Group/Credit Finance, Inc., a New York corporation with an office at 332 South Michigan Avenue, Suite 1800, Chicago, Illinois 60604 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagors and Mortgagee are parties to a certain Loan and Security Agreement (the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "Financing Agreements"), which Financing Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the accounts of Mortgagors and (ii) for the grant by Mortgagors to Mortgagee of a security interest in certain of Mortgagors' assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagors agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagors' Obligations, Mortgagors hereby make a collateral assignment and grant to Mortgagee, a security interest having priority over all other security interests, with power of sale to the extent permitted by law upon the occurrence of an Event of Default and during the continuance thereof, in all of Mortgagors' right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed

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REEL 1078 FRAME 372

on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations, service mark applications and brand names, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between either Mortgagor and any other party, whether such Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagors' rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagors' business connected with and symbolized by the Trademarks.

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TRADEMARKS

REEL 1078 FRAME 373

3. Warranties and Representations. Mortgagors warrant and represent to Mortgagee that:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or, to the best of Mortgagors' knowledge, License been cancelled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License is valid and enforceable;

(iii) Mortgagors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each Patent, Trademark and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagors not to sue third persons;

(iv) Mortgagors have adopted, used and are currently using all of the Trademarks;

(v) Mortgagors have no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagors have the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagors agree that until Mortgagors' Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Mortgagors shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any exclusive license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses and Mortgagors further agree that Mortgagors shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagors represent and warrant that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagors. If, before Mortgagors' Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Mortgagors shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagors have not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the

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REEL 1078 FRAME 374

benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagors shall give to Mortgagee prompt written notice thereof. Mortgagors hereby authorize Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of Mortgagors' Obligations and the termination of the Financing Agreements. Mortgagors agree that upon the occurrence of an Event of Default and during the continuance thereof, the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagors.

7. Product Quality. Mortgagors agree (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagors certifying Mortgagors' compliance with the foregoing. Upon the occurrence of an Event of Default and during the continuance thereof, Mortgagors agree that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagors under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagors' Obligations and termination of the Financing Agreements, Mortgagee shall execute and deliver to Mortgagors all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagors full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagors. All fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out

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REEL 1078 FRAME 375

of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagors and shall be charged against the loans.

10. Duties of Mortgagors. Mortgagors shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until Mortgagors' Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate and as Mortgagors deem appropriate, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as Mortgagors deem appropriate and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable, as Mortgagors deem appropriate. Any expenses incurred in connection with Mortgagors' obligations under this Section 10 shall be borne by Mortgagors.

11. Mortgagee's Right to Sue. After an Event of Default and during the continuance thereof, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagors shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagors shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagors and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether estab-

REEL FRAME
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REEL 1078 PAGE 376

lished hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagors hereby authorize Mortgagee upon the occurrence of an Event of Default and during the continuance thereof, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagors' true and lawful attorney-in-fact, with power to (i) endorse Mortgagors' name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Mortgagors' Obligations shall have been paid in full and the Financing Agreements, including any amendments thereto, have been terminated. Mortgagors acknowledge and agree that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

16. Binding Effect: Benefits. This Mortgage shall be binding upon the Mortgagors and their respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagors agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagors contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be

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REEL 1078 FRAME 377

remade on the date of each borrowing under the Financing Agree-
ments.

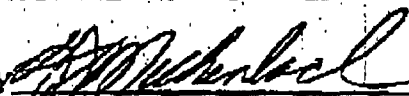
IN WITNESS WHEREOF, National Castings Inc. and Keokuk
Steel Castings Co., Inc. have duly executed this Mortgage in favor
of The CIT Group/Credit Finance, Inc. as of the date first written
above.

ATTEST:

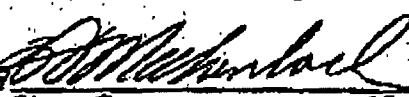


Its Notary Public

NATIONAL CASTINGS INC.

By 
Its SENIOR VICE PRESIDENT

KEOKUK STEEL CASTINGS CO., INC.

By 
Its SENIOR VICE PRESIDENT

REEL 6797
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REEL 1078 FRAME 378

TRADEMARK

STATE OF ILLINOIS

SS:

COUNTY OF COOK

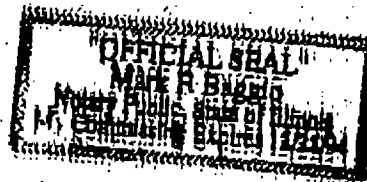
The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 5th day of November, 1993, by Richard H. Kohn personally known to me to be the President of National Castings Inc., a Delaware corporation, on behalf of such corporation, and by Wynne A. Robertson personally known to me to be the Vice President of National Castings Co., Inc., a Delaware corporation, on behalf of such corporation.

Wynne A. Robertson
Notary Public
Cook County, Illinois
My Commission Expires
12/22/94

Agreed and Assented on of this
5th day of November, 1993

THE BIT GROUP/CREDIT FINANCE, INC.

By Richard H. Kohn
Vice President



THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Richard H. Kohn, Esq.
Goldberg, Kohn, Hall, Black,
Kobender & Morley, Esq.
Suite 3700
55 East Monroe Street
Chicago, Illinois 60603

-8-

REEL 9833
FRAME 0353
REEL 078 FRAME 379

NATIONAL CASTINGS INC.

U.S. PATENTS

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4,025,063	05-25-77	WILLISON	CUSHIONING PAD
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KEOKUK STEEL CASTINGS CO., INC.

12/93

All domestic and foreign patents: NONE

EXHIBIT
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NATIONAL CASTINGS INC.
UNITED STATES TRADEMARKS

<u>TRADEMARKS</u>	<u>REGISTRATION DATE</u>	<u>CLASS</u>	<u>REG. NO.</u>	<u>RENEWAL DATE</u>
CE (DESIGN)	08-08-05		45,069	08-08-05
NATIONAL	01-03-33	12	299,981	01-01-13
NATIONAL	07-06-82	12	1,200,366	07-06-02
NATIONAL	01-28-19	12	124,259	01-18-99
SHARON	07-05-49	12	511,881	07-05-09
WILLISON	07-05-49	12	511,882	07-05-09
BIG BITE	10-25-83	13&14	1,255,092	10-25-03
HIGH ENDURANCE	09-08-87	6	1,456,112	09-08-07
ONITRUCK	03-05-85	8&15	1,323,107	03-05-05

9

TRADEMARK

12/93

REEL 6797
FRAME 0816
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NATIONAL CASTINGS INC.

FOREIGN TRADEMARK REGISTRATIONS

<u>TRADEMARKS</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>REG. NO.</u>	<u>RENEWAL DATE</u>
NATIONAL	ITALY	08-20-76	340292	08-20-96
NATIONAL	S. AFRICA	05-05-74	74/2234	05-5-94
WILLISON	AFRICAN, MALAGASY UNION	04-25-75	505144	04-25-95
WILLISON	BENELUX	12-30-71	97790	12-30-95
WILLISON	POLAND	09-15-51	35,538	09-15-91
WILLISON	ITALY	11-02-79	35226C/79	11-02-99
SHARON	JAPAN	04-23-85	1760338	01-23-95
WILLISON	SPAIN	05-10-26	59,600	05-10-96
WILLISON	PORTUGAL	02-20-55	134860	02-20-96
WILLISON	FRANCE	04-30-92	92417465	04-20-02

FOREIGN TRADEMARK APPLICATIONS

MEXICO NATIONAL PENDING

BEOKUK STEEL CASTINGS CO., INC.

All domestic and foreign trademarks and trade names: None registered.
Common Law tradename and trademark of Beokuk Steel Castings and logo.

UNDEED
MARK OFFICE

10/93

DEC 16 93

DEC 3 93

TOTAL P.15

REEL 1078 FRAME 383

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REEL FRAME