

11-16-2000

FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

101518266

U.S. Department of Commerce
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PATENT

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

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Conveyance Type

☐ Assignment☐ License☐ Merger☒ Security Agreement☐ Change of Name☐ OtherU.S. Government
(For Use ONLY by U.S. Government Agencies)☐ Departmental File☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name (line 1) Consolidated Metco, Inc.

September 29, 2000

Name (line 2)

Execution Date

Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Citicorp USA, Inc.

Name (line 2) C/o Citibank Delaware

Address (line 1) 2 Penns Way

Address (line 2) Suite 200

Address (line 3) New Castle

City

Delaware / USA

State/Country

19720

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name Shearman & Sterling

Address (line 1) 599 Lexington Avenue

Address (line 2) New York, NY 10022-6069

Address (line 3)

Address (line 4)

11/14/2000 MTHAIL 00000309 09167649

FOR OFFICE USE ONLY

01 FC:581

480.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011231 FRAME: 0408

Correspondent Name and Address

Area Code and Telephone Number

(212) 848-4000

Name Alexander M. Kim

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Address (line 2) 599 Lexington Avenue

Address (line 3) New York, NY 10022-6069

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

21

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

SEE ATTACHED

Patent Number(s)

SEE ATTACHED

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 480.00

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed

☒

Deposit Account

☐

Deposit Account Number:

500324

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alexander M. Kim

Name of Person Signing

Signature

Date

Thursday, August 17, 2000

Pending Application List

Page: 11

From To

Division: CNM CONSOLIDATED METCO

Case Number	Country	Application Number	Filing Date	Status	Attorney	Inventors
006157CIP	US	09/167,649	06-Oct-1998	Pending	FSG	GOLEMBIEWSKI, RONALD HAWTHORNE, V. TERREY KAIM, JOHN W. RUBACK, JEFFREY M.

Title: REDUCED WEIGHT FIFTH WHEEL ASSEMBLY

006188 US

09/219,976 23-Dec-1998

Pending

SJM

GORMAN, THOMAS P.
JARVIS, DAVID J.
MADURA, FRANCIS E.

Title: AIR OPERATED FIFTH WHEEL UNCOUPLING APPARATUS

Granted From To

Division: CNM CONSOLIDATED METCO

Case Number	Country	Patent Number	Grant Date	Filing Date	Status	Attorney	Inventors
005998	US	4,892,324	09-Jan-1990	22-Aug-1988	ISSUED	001	PITCHFORD, TERRY L. RADWILL, ROBERT P. SPENCER, CHARLES P.
006000	US	4,871,182	03-Oct-1989	26-Feb-1988	ISSUED	001	ALTHER, RUSSELL G. GLASER, RICHARD L. MADURA, FRANCIS E. RADWILL, ROBERT P.
006045	US	5,028,067	02-Jul-1991	16-Apr-1990	ISSUED	001	MADURA, FRANCIS E.
006056	US	5,176,396	05-Jan-1993	03-Apr-1991	ISSUED	001	HAWTHORNE, V. TERREY KAIM, JOHN W.
006057	US	5,137,298	11-Aug-1992	19-Feb-1991	ISSUED	002	MADURA, FRANCIS E.
006060	US	5,165,714	24-Nov-1992	08-Mar-1991	ISSUED	001	KAIM, JOHN W.

Granted From To

Division: CNM CONSOLIDATED METCO

Case Number	Country	Patent Number	Grant Date	Filing Date	Status	Attorney	Inventors
006068	US	5,472,223	05-Dec-1995	30-Nov-1993	ISSUED	FSG	HA WTHORNE, V. TERREY KAIM, JOHN W.
006081	US	5,368,324	29-Nov-1994	10-Jan-1994	ISSUED	EJB	KAIM, JOHN W.
006113	US	5,941,549	24-Aug-1999	14-Mar-1997	Granted	SJM	KAIM, JOHN W.
006157	US	5,865,458	02-Feb-1999	20-Dec-1996	Granted	FSG	GOLEMBIEWSKI, RONALD HA WTHORNE, V. TERREY KAIM, JOHN W.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated September 29, 2000, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Citicorp USA, Inc. ("**CUSA**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Amsted Industries Incorporated, a Delaware corporation, has entered into a Credit Agreement dated as of August 13, 1999, as amended on August 25, 2000 by Amendment No. 1 to the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with CUSA, as Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Guaranteed Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 29, 2000 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the United States patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit D to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) the United States trademark and service mark registrations and applications therefor set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Trademarks**");

(iii) the United States copyright registrations and applications set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

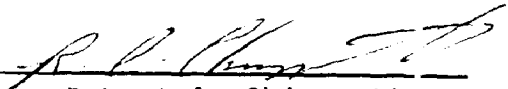
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

AMSTED INDUSTRIES INCORPORATED

By 
Name: Robert A. Chiappetta
Title: Vice President and Chief Financial Officer

Address for Notices:

205 North Michigan Avenue—44th Floor
Chicago, Illinois 60601

VARLEN CORPORATION

By R. A. Jean
Title: President

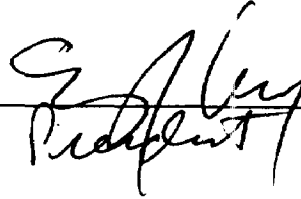
Address for Notices:

205 North Michigan Avenue—44th Floor
Chicago, Illinois 60601

CONSOLIDATED METCO, INC.

By

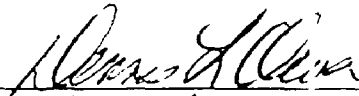
Title:


President

Address for Notices:

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Portland, OR 97203

CHROME CRANKSHAFT CO. OF
ILLINOIS

By 
Title: President

Address for Notices:
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Chicago, IL 60638

KEYSTONE RAILWAY EQUIPMENT
COMPANY

By 
Title: President

Address for Notices:
3420 Simpson Ferry Road
Camp Hill, PA 17011

TRACK ACQUISITION INC.

By R. A. Dean
Title: Vice President

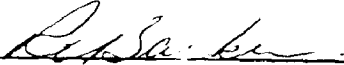
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UNIT RAIL ANCHOR COMPANY, INC.

By Richard H. Carlson
Title: President

Address for Notices:
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KEYSTONE INDUSTRIES, INC.

By 
Title: President

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BALTIMORE AIRCOIL COMPANY

By Steve Duen
Title: President

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BURGESS-NORTON MFG. CO.

By John S. Lawell
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MEANS INDUSTRIES, INC.

By *D. M. Shaw*
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NYDOCS03/546412

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By J. Craig Rini
Title: President & COO

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Petersburg, VA 23805

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By J. Craig Pini
Title: President

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QUALITY BEARING SERVICE OF
KENTUCKY, INC.

By J. Craig Rie
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Petersburg, VA 23805

NYDOCS03/546412

PATENT
REEL: 011231 FRAME: 0428

QUALITY BEARING SERVICE OF
NEVADA, INC.

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Petersburg, VA 23805

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VIRGINIA, INC.

By J. Craig Ricci
Title: President

Address for Notices:
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Petersburg Industrial Park
Petersburg, VA 23805

NYDOCS03/546412

PATENT
REEL: 011231 FRAME: 0430

Thursday, August 17, 2000

Pending Application List

Page: 11

From To

Division: CNM CONSOLIDATED METCO

Case Number	Country	Application Number	Filing Date	Status	Attorney	Inventors
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006157CIP	US	09/167,649	06-Oct-1998	Pending	FSG	GOLEMBIEWSKI, RONALD HAWTHORNE, V. TERREY KAIM, JOHN W. RUBACK, JEFFREY M.
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Title: REDUCED WEIGHT FIFTH WHEEL ASSEMBLY

006188	US	09/219,976	23-Dec-1998	Pending	SJM	GORMAN, THOMAS P. JARVIS, DAVID J. MADURA, FRANCIS E.
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Title: AIR OPERATED FIFTH WHEEL UNCOUPLING APPARATUS

Wednesday, August 23, 2000

Granted Patent List

Page: 27

Granted From

To

Division: CNM CONSOLIDATED METCO

Case Number	Country	Patent Number	Grant Date	Filing Date	Status	Attorney	Inventors
005998	US	4,892,324	09-Jan-1990	22-Aug-1988	ISSUED	001	PITCHFORD, TERRY L. RADWILL, ROBERT P. SPENCER, CHARLES P.
Title: FIFTH WHEEL MOUNTING PAD							
006000	US	4,871,182	03-Oct-1989	26-Feb-1988	ISSUED	001	ALTHERR, RUSSELL G. GLASER, RICHARD L. MADURA, FRANCIS E. RADWILL, ROBERT P.
Title: FIFTH WHEEL UNLOCKING AND SAFETY LATCH DEVICE							
006045	US	5,028,067	02-Jul-1991	16-Apr-1990	ISSUED	001	MADURA, FRANCIS E.
Title: AUTOMATIC FIFTH WHEEL SAFETY LOCK DEVICE							
006056	US	5,176,396	05-Jan-1993	03-Apr-1991	ISSUED	001	HAWTHORNE, V. TERREY KAIM, JOHN W.
Title: Fifth Wheel Unlocking Device With Fluid Powered Redundancy							
006057	US	5,137,298	11-Aug-1992	19-Feb-1991	ISSUED	002	MADURA, FRANCIS E.
Title: FIFTH WHEEL LOCKING DEVICE							
006060	US	5,165,714	24-Nov-1992	08-Mar-1991	ISSUED	001	KAIM, JOHN W.
Title: TRACTOR FIFTH WHEEL WITH BEARING PLATE LUBRICATING LINER							

Wednesday, August 23, 2000

Granted Patent List

Page: 28

Granted From To

Division: CNM CONSOLIDATED METCO

Case Number	Country	Patent Number	Grant Date	Filing Date	Status	Attorney	Inventors
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006068	US	5,472,223	05-Dec-1995	30-Nov-1993	ISSUED	FSG	HAWTHORNE, V. TERREY
Title:	AIR OPERATED FIFTH WHEEL KAIM, JOHN W.						

006081	US	5,368,324	29-Nov-1994	10-Jan-1994	ISSUED	EJB	KAIM, JOHN W.
Title:	IMPROVED MOUNTING SYSTEM FOR FIFTH WHEELS						

006113	US	5,941,549	24-Aug-1999	14-Mar-1997	Granted	SJM	KAIM, JOHN W.
Title:	FIFTH WHEEL KINGPIN DEFLECTOR AND CATCHER						

006157	US	5,865,458	02-Feb-1999	20-Dec-1996	Granted	FSG	COLEMBIEWSKI, RONALD
Title:	REDUCED WEIGHT FIFTH WHEEL ASSEMBLY HAWTHORNE, V. TERREY KAIM, JOHN W.						