

10-31-2003



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Form PTO-1595
(Rev. 10/02)

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REC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JAC Patent Company

10-28-03

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: October 17, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 500 West MonroeCity: Chicago State: IL Zip: 60661Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) 5,070,793; 5,367,958; 5,390,607;
5,727,475; 5,813,353; 5,934,200; 6,119,345;
6,330,863; 6,405,658; 6,601,522Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy GulinsonInternal Address: Husch & Eppenberger, LLCStreet Address: 1200 Main Street, Ste. 17006. Total number of applications and patents involved: 107. Total fee (37 CFR 3.41).....\$ 400.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lisa Robison

Name of Person Signing

Lisa Robison

Signature

10/27/03

Date

Total number of pages including cover sheet, attachments, and documents: 1Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014634 FRAME: 0332

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 17, 2003, by JAC PATENT COMPANY, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrowers, Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

JAC PATENT COMPANY

By: *Glen T. Karan*
Name: Glen T. Karan
Title: Vice President – Finance and
Administration, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

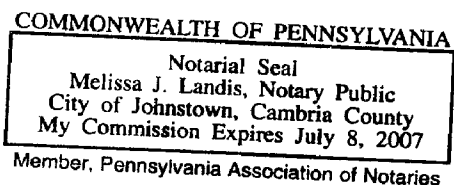
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF PA)
COUNTY OF Cambria) ss.

On this 17th day of October, 03 before me personally appeared Glen T. Karan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JAC PATENT COMPANY who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}



Melissa J. Landis
Notary Public

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

JAC PATENT COMPANY

By: _____
Name: Glen T. Karan
Title: Vice President – Finance and
Administration, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By: *Richard J. Pappel*
Name: Richard J. Pappel
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____ before me personally appeared Glen T. Karan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JAC PATENT COMPANY who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Notary Public

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

	OWNER	DESCRIPTION	REGISTRATION NUMBER	DATE ISSUED	COUNTRY OF ISSUE
1.	JAC Patent Company	Top Chord Member for Railway Cars	5,070,793	12/10/91	USA
2.	JAC Patent Company	Two Piece Center Still Shroud for Railway Cars	5,367,958	11/29/64	USA
3.	JAC Patent Company	Non-metallic Polymer Longitudinal Hood Collar	5,390,607	02/21/95	USA
4.	JAC Patent Company	Side Stake for Rotary Dump Railroad Cars	5,727,475	03/17/98	USA
5.	JAC Patent Company	Gondola Railcar	5,813,353	09/29/98	USA
6.	JAC Patent Company	Lightweight Hopper Car (Autoflood II)	5,934,200	08/10/99	USA
7.	JAC Patent Company	Method of Cold Forming Center Sill for a Railcar (One & Two Pieces)	6,119,345	09/19/00	USA
8.	JAC Patent Company	Railroad Car Tub	6,330,863	12/18/01	USA
9.	JAC Patent Company	Manual Discharge Door Operating System for a Hopper Car with Lever (Uniflood)	6,405,658	06/18/02	USA
10.	JAC Patent Company	Top Chord Structure	6,601,522	08/05/03	USA

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RECORDED: 10/28/2003

PATENT
REEL: 014634 FRAME: 0337