

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Westinghouse Brake and Signal Holdings Limited	07/13/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Deutsche Bank AG, London Branch
<b>Street Address:</b>	1 Great Winchester Street
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2N 2DB
<b>PROPERTY NUMBERS Total: 15</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5682388
Patent Number:	5025195
Patent Number:	5504860
Patent Number:	4901008
Patent Number:	6848658
Patent Number:	5366183
Patent Number:	5437422
Patent Number:	5947423
Patent Number:	6032906
Patent Number:	6308117
Patent Number:	4652776
Patent Number:	6956494
Application Number:	10477222
Application Number:	11222917
Application Number:	10301012

**CH \$600.00 5682388**

CORRESPONDENCE DATA

Fax Number: (617)227-4420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 6172390632

Email: agrandy@eapdlaw.com

Correspondent Name: Adam M. Grandy

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02135

ATTORNEY DOCKET NUMBER:	300045-1
-------------------------	----------

NAME OF SUBMITTER:	Adam M. Grandy
--------------------	----------------

<p>Total Attachments: 7 source=Westinghouse Patents#page1.tif source=Westinghouse Patents#page2.tif source=Westinghouse Patents#page3.tif source=Westinghouse Patents#page4.tif source=Westinghouse Patents#page5.tif source=Westinghouse Patents#page6.tif source=Westinghouse Patents#page7.tif</p>
---

# CHEESWRIGHTS

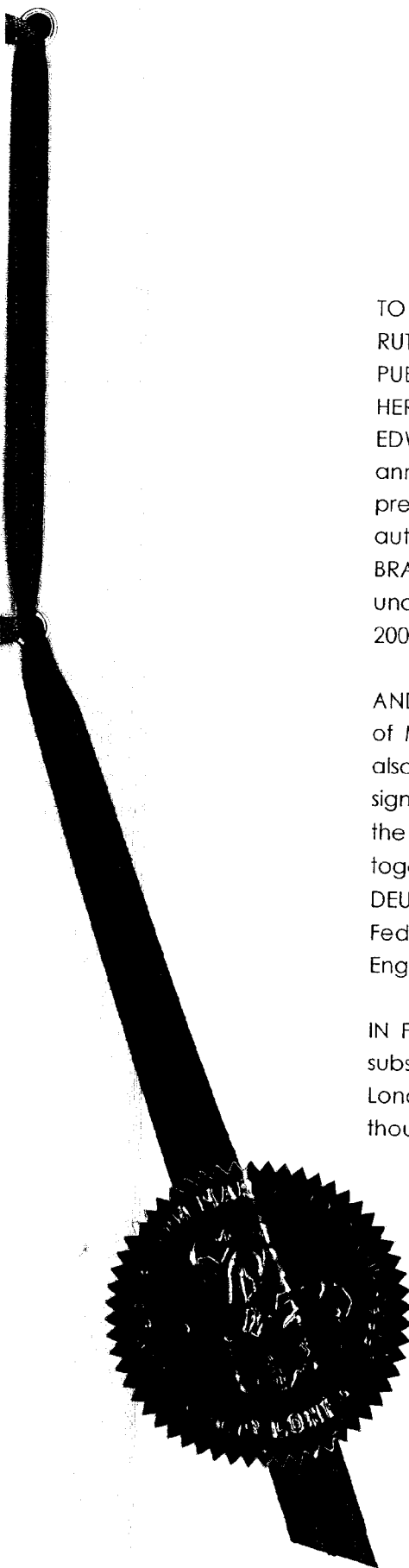
NOTARIES PUBLIC

N P Ready  
R M Campbell  
J B Burgess  
E Gardiner  
A J Claudet  
I A Rogers

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WILLIAM EDWARD SPINNEY subscribed to the document hereunto annexed, such signature having been subscribed in my presence by the said William Edward Spinney, duly authorised attorney of the company styled WESTINGHOUSE BRAKE AND SIGNAL HOLDINGS LIMITED of London, England, under and by virtue of a power of attorney dated 24 May 2006;

AND I DO FURTHER CERTIFY the genuineness of the signatures of MARIA DE LELLIS and CRAIG GREGORY ROBERT HOEPFL also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Maria de Lellis and Craig Gregory Robert Hoepfl, together duly authorised signatories of the corporation styled DEUTSCHE BANK AKTIENGESELLSCHAFT, incorporated in the Federal Republic of Germany and having a branch London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of July in the year two thousand and six.



*Ruth M. Campbell*

My Commission Expires with Life

E-mail : [notary@cheeswrights.co.uk](mailto:notary@cheeswrights.co.uk)

10 Philpot Lane London EC3M 8BR  
Tel : 020 7623 9477  
Fax : 020 7623 5428

[www.cheeswrights.co.uk](http://www.cheeswrights.co.uk)

Canary Wharf Office  
Tel : 020 7712 1565

PATENT



REEL: 017921 FRAME: 0913

## PATENT SECURITY AGREEMENT

### WHEREAS:

- (A) Westinghouse Brake and Signal Holdings Limited (the **Grantor**), a England & Wales corporation whose registered address is located at Portland House, Bressenden Place, London, SW1E 5BF, is the owner and user of the patents issued by and/or the patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the **Patents**).
- (B) The Grantor has entered into:
- (1) that certain Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the **Security Agreement**) made between the Grantor and Deutsche Bank AG London Branch, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Patents; and
  - (2) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the **Credit Agreement**) made between, amongst others, the Grantor, as guarantor, HSBC Bank plc and the Security Agent.
- (C) The parties to the Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Patent Collateral;

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

### *Section 1. Defined Terms*

Unless otherwise defined herein, the terms defined in this Patent Security Agreement have the meanings defined in the Security Agreement (including by reference).

### *Section 2. Grant of Security Interest in Patent Collateral*

The Grantor hereby reconfirms the terms of the Security Agreement and the Credit Agreement. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in all of the Grantor's right, title and interest in, to and under the following collateral of the Grantor (the **Patent Collateral**):

- (a) the Patents referred to on Schedule A hereto; and

- (b) all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents.

***Section 3. Security Agreement and Credit Agreement***

This Patent Security Agreement has been entered into in connection with the Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Patent Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Credit Agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

***Section 4: Governing Law***

This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

***Section 5. Counterparts***



This Patent Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Grantor and the Security Agent have caused this Patent Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 13<sup>th</sup> day of July, 2006.

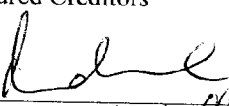

**Grantor**

WESTINGHOUSE BRAKE AND SIGNAL  
HOLDINGS LIMITED

By:   
Name: WILLIAM SPENCEY  
Title: ATTORNEY-IN-FACT 

**Security Agent**

DEUTSCHE BANK AG, LONDON BRANCH,  
as Security Agent for and on behalf of the  
Secured Creditors

By:    
Name: M de Lellis C. HOERL  
Title: SF AIP

SCHEDULE A

WESTINGHOUSE BRAKE AND SIGNAL HOLDINGS LIMITED

PATENTS AND PATENT APPLICATIONS

Item Number	Patent Description	Country	Application Number	Patent Reg. No	Application Date	Chargor
1.	Data Testing	US	08/565291	5682388	30 November 1995	Westinghouse Brake & Signal Holdings Limited
2.	Current Monitoring	US	07/444289	5025195	01 December 1989	Westinghouse Brake & Signal Holdings Limited
3.	System Comprising a Processor	US	08/341341	5504860	17 November 1994	Westinghouse Brake & Signal Holdings Limited
4.	Circuit Arrangement for Testing the Correct Functioning of Circuit(s)	US	07/252246	4901008	29 September 1988	Westinghouse Brake & Signal Holdings Limited
5.	Interleaved train detection	US	10/228,359	6848658	10 December 2002	Westinghouse Brake & Signal Holdings Limited
6.	Signal lighting arrangement	US	10/316612	6956494	10 December 2002	Westinghouse Brake & Signal Holdings Limited

Item Number	Patent Description	Country	Application Number	Patent Reg. No	Application Date	Chargor
7.	QDPSK track circuits	US	10/301012	7017864	21 November 2002	Westinghouse Brake & Signal Holdings Limited
8.	Zoned moving block overlay	US	08/012007	5366183	01 February 1993	Westinghouse Brake & Signal Holdings Limited
9.	TBS signalling system	US	08/015144	5437422	09 February 1993	Westinghouse Brake & Signal Holdings Limited
10.	TBS System II-POG/POW	US	08/945215	5947423	22 December 1997	Westinghouse Brake & Signal Holdings Limited
11.	Electro Hydraulic Point Unit	US	09/077158	6032906	21 May 1998	Westinghouse Brake & Signal Holdings Limited
12.	Central interlocking processor	US	09/528121	6308117	17 March 2000	Westinghouse Brake & Signal Holdings Limited
13.	Fail-Safe A.C. AND Gate	US	06/721733	4652776	10 April 1985	Westinghouse Brake & Signal Holdings Limited
14.	Condition monitoring system	US	10/477222	Pending	8 May 2002	Westinghouse Brake & Signal Holdings Limited
15.	Train Detection	US	11/222917	Pending	08 September 2005	Westinghouse Brake & Signal Holdings Limited



Item Number	Patent Description	Country	Application Number	Patent Reg. No	Application Date	Chargor
16.	Signal Lamps and Apparatus	US	10/316612	6956494	18 October 2005	Westinghouse Brake & Signal Holdings Limited
17.	Interleaved Train Detection System	US	10/228359	6848658	01 February 2005	Westinghouse Brake & Signal Holdings Limited