

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Patent Collateral Assignment and Security Agreement recorded 8/1/05 at Reel/Frame 016800/0105
CONVEYING PARTY DATA	
Name	Execution Date
ELECTRO-MOTIVE DIESEL, INC.	04/24/2007
RECEIVING PARTY DATA	
Name:	Wachovia Capital Finance Corporation (Central), as Agent
Street Address:	150 South Wacker Drive - Suite 2200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-4202
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	7086357
Application Number:	60866546
Application Number:	60550835
Application Number:	11039650
Application Number:	60550114
Application Number:	60577966
Application Number:	11029077
Application Number:	60613774
Application Number:	11236237
Application Number:	60547007
Application Number:	11014222
Application Number:	11482818
Application Number:	11371119
Application Number:	60686156

Application Number:	11444774
Application Number:	60548952
Application Number:	60551569
Application Number:	11010682
Application Number:	29260948

CORRESPONDENCE DATA

Fax Number: (917)368-7111

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

Phone: 212-368-9100 x890

Email: hlinehan@oshr.com

Correspondent Name: Helen M. Linehan

Address Line 1: 230 Park Avenue

Address Line 2: Otterbourg, Steindler, Houston & Rosen

Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Helen M. Linehan
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Total Attachments: 9

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EXHIBIT A
TO
RECORDATION FORM COVER SHEET
(PATENTS ONLY)

LIST OF PATENTS AND PATENT APPLICATIONS

Registered Patents

PATENT NUMBER

7,086,357

Patent Applications

**APPLICATION/
SERIAL NUMBER**

60/866,546

60/550,835

11/039,650

60/550,114

60/577,966

11/029,077

60/613,774

11/236,237

60/547,007

11/014,222

11/482,818

11/371,119

60/686,156

11/444,774

60/548,952

60/551,569

11/010,682

29/260,948

AMENDMENT NO. 1 TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO.1 TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of April 24, 2007, by and between ELECTRO-MOTIVE DIESEL, INC., a Delaware corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), formerly known as Congress Financial Corporation (Central), an Illinois corporation, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Patent Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor, Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) has made and may make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated April 24, 2007, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor and Secured Party are parties to the Patent Collateral Assignment and Security Agreement, dated April 4, 2005 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on August 1, 2005 at Reel/Frame 016800/0105 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Patents and Patent applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Patents and Patent applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Patent Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Patent Security Agreement to include such additional Patents and Patent applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Patent Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Patent Security Agreement, Exhibit A to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the Patents and Patent applications described in Exhibit A attached hereto (such Patents and Patent applications described on Exhibit A hereto being referred to herein as the "Additional Patents").

(b) All references to the term "Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patents and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Patents" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Patents.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Patent Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in the Additional Patents; (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) Debtor's right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Patents

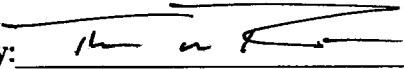
3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patents and the other Collateral set forth in Section 3 of the Patent Security Agreement shall apply to the Additional Patents and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ELECTRO-MOTIVE DIESEL, INC.

By: 

Name: Thomas W. Rissman

Title: Vice President and General Counsel

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: _____

Name: Steven Linderman

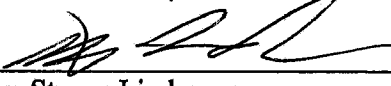
Title: Managing Director

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ELECTRO-MOTIVE DIESEL, INC.

By: _____
Name: Thomas W. Rissman
Title: Vice President and General Counsel

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By:  _____
Name: Steven Linderman
Title: Managing Director

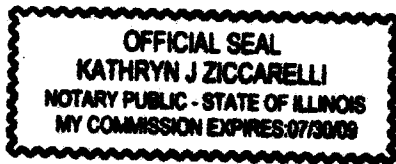
[Amendment No. 1 to Patent Agreement]

PATENT
REEL: 019399 FRAME: 0505

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

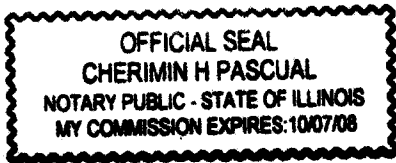
On the 20th day of April, 2007, before me personally came Thomas W. Rissman to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Vice President and General Counsel of ELECTRO-MOTIVE DIESEL, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Kathryn J. Zicarelli
Notary Public



STATE OF IL)
) ss.:
COUNTY OF COOK)

On the 20th day of April, 2007, before me personally came Steven Linderman to me known, who being by me duly sworn, did depose, acknowledge and say that he is a Managing Director of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), the corporation which executed the foregoing instrument and that she signed his name thereto by order of the Board of Directors of said corporation.





Notary Public

[Amendment No. 1 to Patent Agreement]

PATENT
REEL: 019399 FRAME: 0507

EXHIBIT A
TO
AMENDMENT NO. 1 TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

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