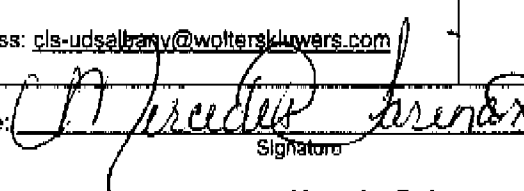


**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): Electro-Motive Diesel, Inc. Execution Date(s) <u>June 24, 2008</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Wachovia Capital Finance Corporation (Central)</u> Internal Address: _____ Street Address: <u>150 South Wacker Drive, Suite 2200</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>60606</u> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest <input type="checkbox"/> Executive Order 9424, confirmatory License <input checked="" type="checkbox"/> Other Amendment No. 2 to Patent Collateral <u>Assignment and Security Agreement</u>			
4. Application or patent number(s) A. Patent Application No. (s) <u>See Attached Exhibit A</u>		<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <u>See Attached Exhibit A</u>	
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u> Internal Address: <u>UCC Direct Services</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>New York</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwers.com</u>		6. Total number of applications and registrations involved: <u>11</u> 7. Total fee (37 CFR 1.21(h) & 3.41) <u>\$440.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature:  _____ Signature Name of Person Signing: <u>Mercedes Farinas</u>		8. Payment Information: a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>11/09</u> b. Deposit Account Number _____ Authorized User Name: _____ Date: <u>8/7/08</u> Total number of pages including cover sheet, attachments, and document: <u>7</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$440.00 11483818

EXHIBIT A
TO
AMENDMENT NO. 2 TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF PATENTS AND PATENT APPLICATIONS

Registered Patents

SERIAL NUMBER
11/483,818
10/312,018
11/041,663
29/318,080
11/943,281
61/031659
61/027,178
60/992,047
07/457,131
07/644,133
07/600,958

Patent Applications

APPLICATION/ SERIAL NUMBER
None.

[Execution]

AMENDMENT NO. 2 TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO.2 TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of June 24, 2008, 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 I 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 Second Amended and Restated Loan and Security Agreement, dated of even date herewith, 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 United States Patent and Trademark Office on August 1, 2005 at Reel/Frame 016800/0105, as amended by Amendment No. 1 to Patent Collateral Assignment and Security Agreement, dated April 24, 2007 (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: Thomas W. Rissman

Name: Thomas W. Rissman

Title: Vice President and General Counsel

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: _____

Name: Vicky Geist

Title: Director

[Amendment No. 2 to Patent Agreement]

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: Vicky Geist
Title: Director

[Amendment No. 2 to Patent Agreement]