

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Meridian Rail Information System Corp.	04/10/2003
RECEIVING PARTY DATA	
Name:	ASF-Keystone, Inc.
Street Address:	1700 Walnut Street
City:	Granite City
State/Country:	ILLINOIS
Postal Code:	62040
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6691625
Patent Number:	6631685
CORRESPONDENCE DATA	
Fax Number:	(312)819-8484
Email:	ebrosius@amsted.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Edward J. Brosius
Address Line 1:	180 N. Stetson St., Suite 1800
Address Line 2:	Two Prudential Plaza
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	ASF
NAME OF SUBMITTER:	Edward J. Brosius
Total Attachments: 8 source=mr-d-asf_20120515133353#page1.tif source=mr-d-asf_20120515133353#page2.tif	

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Patent Applications
(Section 4.A)

Patent Appl. No.	Title	Country
10/080,048	Friction wedge with replaceable wear member	U.S.
10/100,576	Railway car	U.S.

Patents
(Section 4.B)

Patent No	Title	Country
5,027,716	Stabilized Swing Motion truck for Railway Cars	U.S.
5,463,964	Rocker Seat Connection	U.S.
5,802,982	Roll Control Mechanism for Swing-Motion	U.S.
5,222,441	Fastening device for a railroad car truck rocker seat	U.S.
6,142,081	Pedestal rocker seat for passive steering truck	U.S.
5,239,932	Force dampening mechanism of a railroad car truck	U.S.
6,374,749	Friction wedge with replaceable wear member	U.S.

Foreign Patents

Patent No./ Application No.	Title	Country	Date Issued /Filed
2,090,031	Stabilized Swing Motion truck for Railway Cars	Canada	
655,966	Stabilized Swing Motion truck for Railway Cars	Australia	
2,245,220	Roll Control Mechanism for Swing-Motion truck	Canada	
Appl. 986,677	Roll control mechanism for Swing-Motion truck	Mexico	
2,328,421	Roll control mechanism for Swing-Motion truck	U.K.	
Appl. 2,314,488	Friction wedge with replaceable wear member	Canada	
Appl. 009746	Friction wedge with replaceable wear member	Mexico	
Appl. 2,332,680	Three-piece railway truck frame	Canada	
Appl. 001595	Three-piece railway truck frame	Mexico	
Appl. 2,377,552	Railway car	Canada	
Appl. 02252008.4	Railway car	EPO	
Appl. 20021392	Railway car	Norway	
Appl. 27472/02	Railway car	Australia	
Appl. 2002-0015393	Railway car	S. Korea	
Appl. 02107492.5	Railway car	China	
Appl. PI0200899-8	Railway car	Brazil	
Appl. 072458	Railway car	Thailand	

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, in connection with an Purchase Agreement dated as of April 2, 2003 (the "Agreement"), among Meridian Rail Information System Corp., a Delaware corporation, and Meridian Rail Products Corp., a Delaware corporation (each an "Assignor" and collectively, the "Assignors"), ASF-Keystone, Inc., a Delaware corporation ("Assignee"), and certain of their respective Affiliates, Assignors have agreed to sell certain trademark and patent assets to Assignee; and

WHEREAS, one of the Assignors is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A (the "Federal Marks"); and

WHEREAS, one of the Assignors is the owner of all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A (the "Foreign Marks"); and

WHEREAS, in the United States, one of the Assignors owns all right, title and interest in and to the United States patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (the "Federal Patents"); and,

WHEREAS, outside the United States, one of the Assignors owns all right, title and interest in and to the foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (the "Foreign Patents"); and,

WHEREAS, Assignee is desirous of acquiring all of the Assignors' right, title and interest in and to the Federal Marks, Foreign Marks, Federal Patents, and Foreign Patents (together, the "ASSETS"), and the Assignors have promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, assign, transfer and convey to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other

assistance relating to the ASSETS, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the ASSETS, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the ASSETS, provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue evidence of the assignment to Assignee.

* * *

IN TESTIMONY WHEREOF, that Assignors and the Assignee have executed this Assignment this 10th day of April, 2003.

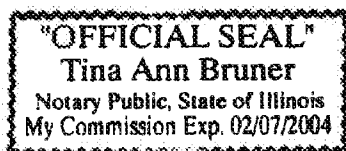
MERIDIAN RAIL INFORMATION SYSTEM CORP.

By: Mark F. Baggio

Its: Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 10th day of April, 2003, before me appeared Mark F. Baggio, who, being by me duly sworn, did say that he is a Vice President of Meridian Rail Information System Corp., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Tina Ann Bruner
Notary Public

My commission expires: _____

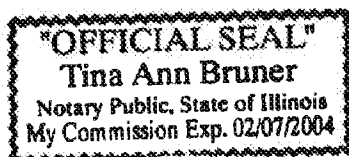
MERIDIAN RAIL PRODUCTS CORP.

By: Mark F. Baggio

Its: Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 10th day of April, 2003, before me appeared Mark F. Baggio, who, being by me duly sworn, did say that he is a Vice President of Meridian Rail Products Corp., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Tina Ann Bruner
Notary Public

My commission expires: _____

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PATENT
REEL: 014083 FRAME: 0325

PATENT
REEL: 028211 FRAME: 0661

ASF-KEYSTONE, INC.

By: Thomas C. Berg

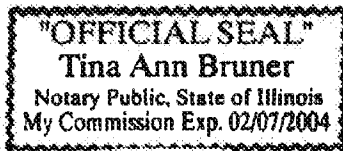
Its: Thomas C. Berg

STATE OF ILLINOIS

COUNTY OF COOK

} SS:

On this 10th day of April, 2003, before me appeared Thomas C. Berg, who, being by me duly sworn, did say that he is a Vice President of ASF-Keystone, Inc., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Tina Ann Bruner
Notary Public

My commission expires: _____

SCHEDULE A
(3 Pages)**Federal Trademarks**

Trademark	Appl./Registration No.	Appl./Registration Date
Swing Motion	2116175	
Advanced Vehicle Dynamics	2114293	

Foreign Trademarks

Country	Trademark	Appl./Reg. No.	Appl./Reg. Date
China	Swing Motion	1798760	

Federal Patents

Patent No./ Application No.	Title	Country	Date Issued / Filed
4,766,819	Saddle Frame for Passive Steering Single-Axle Truck for a Railway Freight Car	U.S.	
5,027,716	Stabilized Swing Motion truck for Railway Cars	U.S.	
5,463,964	Rocker Seat Connection	U.S.	
5,802,982	Roll Control Mechanism for Swing-Motion	U.S.	
5,524,552	Single Axle truck for large railroad cars	U.S.	
5,632,208	Multi-Axle railroad car truck	U.S.	
5,222,441	Fastening device for a railroad car truck rocker seat	U.S.	
6,142,081	Pedestal rocker seat for passive steering truck	U.S.	
5,226,369	Sideframe for a railroad car	U.S.	
5,239,932	Force dampening mechanism of a railroad car truck	U.S.	
5,241,913	Reinforced bolster for a railroad car truck	U.S.	
5,327,837	Bolster of a railroad car truck with varying cross-sectional shape	U.S.	
6,374,749	Friction wedge with replaceable wear member	U.S.	
Appl. 10/080,048	Friction wedge with replaceable wear member	U.S.	
6,422,154	Three-piece railway truck frame	U.S.	
Appl. 10/156,458	Three-piece railway truck frame	U.S.	
Appl. 09/946,660	Dual friction wear plate assembly	U.S.	
Appl. 09/946,652	Railcar truck	U.S.	
Appl. 10/100,576	Railway car	U.S.	