

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Exhibit B previously recorded on Reel 029711 Frame 0082. Assignor(s) hereby confirms the This Patent Assignment Agreement dated as of december 27, 2012, is made by National Alabama Corporation.
CONVEYING PARTY DATA	
Name	Execution Date
National Alabama Corporation	12/27/2012
RECEIVING PARTY DATA	
Name:	Teachers' Retirement System of Alabama and Employees' Retirement System of Alabama
Street Address:	201 South Union Street
Internal Address:	Attn: Hunter Harrell
City:	Montgomery
State/Country:	ALABAMA
Postal Code:	36130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6571719
CORRESPONDENCE DATA	
Fax Number:	2053241133
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(205)254-1402
Email:	glw@hsy.com
Correspondent Name:	Gwen L. Windle
Address Line 1:	2001 Park Place North, Ste 1400
Address Line 4:	Birmingham, ALABAMA 35203
NAME OF SUBMITTER:	Gwen Windle
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of December 27, 2012, is made by **NATIONAL ALABAMA CORPORATION** ("**Seller**"), an Alabama corporation, in favor of **TEACHERS' RETIREMENT SYSTEM OF ALABAMA** and the **EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA**, as tenants in common ("**Buyer**"), located at 201 South Union Street, Montgomery, Alabama 36130, the purchaser of certain assets of Seller pursuant to a Intellectual Property Conveyance Agreement between Buyer and Seller, dated as of December 27, 2012 (the "**IP Conveyance Document**").

**WHEREAS**, Seller acquired its interest in the Assigned Patents from Trentonworks Limited pursuant to the documents set forth on Exhibit B attached hereto.

**NOW THEREFORE**, Seller agrees as follows:

1. Assignment. In consideration for the execution of the IP Conveyance Document, the payment of the consideration stipulated therein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Patents**");

(a) the patents and patent applications set forth in Schedule 1 hereto and any other patents or patent applications conveyed to Seller by Trentonworks Limited or otherwise owned by Seller, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

NATIONAL ALABAMA CORPORATION

By: 

Its: 

**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

United States Patent No. 6,571,719 filed June 3, 2003, for Horizontal Seam Boxcar Sidewall

Inventor:	MacDonald, Glenn (Trenton, CA)
Assignee:	Trentonworks Limited (Trenton, CA)
[Subsequent Assignee:	National Alabama Corporation]
Appl. Xb.	09/928,877
Filed:	August 13, 2001

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**THIS RECEIVER'S GENERAL CONVEYANCE AGREEMENT** made this 9<sup>th</sup> day of December, 2010

**BETWEEN:**

**ERNST & YOUNG INC.**, a body corporate, as Receiver of the assets of Trentonworks Limited

(hereinafter called the "**Seller**")

**OF THE ONE PART**

- and -

**NATIONAL ALABAMA CORPORATION**, a body corporate

(hereinafter called the "**Buyer**")

**OF THE SECOND PART**

**WHEREAS** the Seller was appointed Receiver of the undertaking, property and assets of Trentonworks Limited by Order of the Supreme Court of Nova Scotia May 11, 2010 (the "**Appointment Order**");

**WHEREAS** pursuant to the terms of the Appointment Order and the Approval and Vesting Order of the Supreme Court of Nova Scotia dated November 25, 2010 (the "**Vesting Order**"), the Seller has the power to sell or otherwise dispose of certain property of Trentonworks Limited to the Buyer under the terms of an asset purchase agreement between the Seller and the Buyer dated October 29, 2010 (the "**Asset Purchase Agreement**");

**WHEREAS** the Buyer has agreed to purchase the Sale Assets (as defined in the Vesting Order) and more particularly described in Schedule "A" hereto annexed on an "as is, where is" basis and without representation, warranty, inducement or condition made or given or implied as to title, description, fitness for purpose, merchantability, quantity or quality thereof other than the representations and warranties of the Seller specifically set out in the Asset Purchase Agreement;

**WHEREAS** pursuant to the terms of the Vesting Order the conveyance by the Seller of the Sale Assets is subject to the condition precedent that the Seller file with the Nova Scotia Supreme Court a certificate confirming certain matters including that the Buyer has paid the Purchase Price (as defined in the Asset Purchase Agreement) and that the conditions to closing set out in the Asset Purchase Agreement have been satisfied;

**WHEREAS** the Seller has filed the certificate attached hereto as Schedule "B" with the Supreme Court of Nova Scotia in fulfilment of the condition precedent set out above;

**NOW THEREFORE WITNESSETH** that in consideration of the sum of One Million Two Thousand U.S. Dollars (USD \$1,200,000.00) and other good and valuable consideration paid by the Buyer in accordance with the terms of the Asset Purchase Agreement, at or before the sealing and delivering of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Seller does sell and transfer to the Buyer, all the property described in Schedule "A" hereto (the "**Sale Assets**").

**AND** all the right, title and interest whatsoever of the Seller and of Trentonworks Limited, in and to the Sale Assets.

**TO HOLD** the Sale Assets and every part thereof, and all the right, title and interest of the Seller and of Trentonworks Limited therein and thereto, unto and to the use of the Buyer.

**THE** Seller covenants with the Buyer that it has not done or committed, or knowingly suffered or permitted any act, matter, deed or thing, whereby or by means whereof the Sale Assets, or any part thereof are or may be impeached or encumbered in title, estate or otherwise.

**AND** the Seller releases to the Buyer all of its and Trentonworks Limited's claims against the Sale Assets.

**IN WITNESS WHEREOF** the parties have hereunto executed this Receiver's General Conveyance Agreement the day and year first above written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:



Witness

**ERNST & YOUNG INC.**, as Receiver of  
the assets of Trentonworks Limited

Per:   
Name: Mathew M. Harris CA-CIRP, FCA  
Title: Senior Vice President

**NATIONAL ALABAMA  
CORPORATION**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AND** all the right, title and interest whatsoever of the Seller and of Trentonworks Limited, in and to the Sale Assets.

**TO HOLD** the Sale Assets and every part thereof, and all the right, title and interest of the Seller and of Trentonworks Limited therein and thereto, unto and to the use of the Buyer.

**THE** Seller covenants with the Buyer that it has not done or committed, or knowingly suffered or permitted any act, matter, deed or thing, whereby or by means whereof the Sale Assets, or any part thereof are or may be impeached or encumbered in title, estate or otherwise.

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**SIGNED, SEALED AND DELIVERED**  
in the presence of:

**ERNST & YOUNG INC.**, as Receiver of  
the assets of Trentonworks Limited

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: Mathew M. Harris CA•CIRP, FCA  
Title: Senior Vice President

\_\_\_\_\_  
Witness

**NATIONAL ALABAMA  
CORPORATION**

Per: \_\_\_\_\_  
Name: John Stein  
Title: CEO



## SCHEDULE "A"

Intellectual property rights of Trentonworks Limited ("**Trentonworks**") to the extent related to the manufacture of rail cars and related products by Trentonworks and the medium that such intellectual property rights are stored on, consisting of:

- (a) Design information, specifications, bills of material, stress analysis, technical data and other engineering information, including but not limited to:
  - (i) Design drawings, design review, verification and validation; critical/special characteristics, specifications, physical data, control plans, mathematically based data, and diagnostic guidelines; and
  - (ii) Methods, process, traveler/routers, layouts, models, samples, trade secrets and other proprietary information.
- (b) Product realization planning, including, but not limited to:
  - (i) Fixture designs and drawings;
  - (ii) Drawings, pictures and specifications in any form or type of medium, including physical drawings and digital information;
  - (iii) Product realization documentation related product, operations (car construction), maintenance, quality and engineering, including, but not limited to, manuals, procedures, instruction and records (including American Association of Railroads (AAR) and internal nonconformance reports); and
  - (iv) Engineering manuals/procedures/instructions/records and all documents relating to Receiver's ownership of such assets.
- (c) Correspondence from governmental or regulatory agencies, such as U.S. Federal Railroad Association (FRA)/ American Association of Railroads (AAR)/ American Society for Testing and Materials (ASTM)/ American Welding Society (AWS)/ Canadian Standards Association (CSA)/ Transport Canada (TC) in the Receiver's possession;
- (d) All rights and interest to sue and recover damages for past, present and future infringements or misappropriation of any such right, title or interest being acquired, both in Canada and all other countries;
- (e) All registered and unregistered trademarks, patents (including, but not limited to United States and Canada), service marks, copy rights, and trade names, including the name "**Trentonworks**," and all goodwill associated therewith; and
- (f) All related documentation, which shall include any and all documentation and materials related to or necessary to use or practice of the foregoing assets.

The foregoing shall include all such assets and rights relating to the rail car types historically manufactured or designed by Trenton Works Lavalin, Trentonworks Ltd, Trenton Works Inc., Trenton Works Ltd, which are listed below (Note – The descriptions below are not deemed to constitute any representation as to the quality, functionality, completeness, etc. of the rail car types and related intellectual property):

- Box car (e.g., stock, covered wagon (UIC), van (UIC), high cube, newsprint, mechanical heated/refrigeration, reefer, insulated, single sliding door, plug door, double sliding door, sliding/plug door, sliding door, auto parts service etc.);
- Hopper (e.g., open, covered, grain, pellet, cement; 1-, 2-, 3-, and 4-bay, air dump, pneumatic discharge, pressure differential, cylindrical, etc.);
- Gondola (e.g., mill, lorry (UK), open wagon (UIC), covered, rotary dump, tippler (UK), dump, side dump, ballast, ore, slag, coal, mine, woodchip, aggregate, hi-side, etc.);
- Flat Car (e.g., trailer/container transporter, intermodal, spine, bulkhead, lowmack, multi-level carrier, pulpwood, waste, heavy-duty, general service, articulated, etc.);
- Center Beam (e.g., center beam flatcar, riser deck, riser-less deck, drop-deck center beam flat cars, depressed-deck, depressed center beam, center partition, center beam bulkhead, articulated, etc.);
- Well Cars (e.g., container carrier, double-stack container, multi-pak, conflat (UK), trailer-on-flatcar (TOFC), container-on-flatcar (COFC), intermodal, etc.);
- Coil Steel Service Cars (e.g., transvers trough, single- trough, double-trough, articulated, etc.);
- Tank Cars (e.g., tanker, tank wagon (UIC), etc.);
- Multi-Level (e.g., automobile transporter/carrier, auto-rack, double-stack, bi-level, tri-level, enclosed, articulated, etc.); and
- Special-use cars (e.g., passenger, caboose, tool, schnabel, etc.).

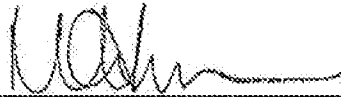
**SCHEDULE "B"**  
**RECEIVER'S CERTIFICATE**

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price (as defined in the Purchase Agreement) for the Sale Assets payable on the applicable closing date in accordance with the terms of the Purchase Agreement.
2. The conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser.
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at Halifax, Nova Scotia, on December 10, 2010.

**Ernst & Young Inc., in its capacity as the  
Receiver of the undertaking, property and  
assets of Trentonworks Limited, and  
not in its personal capacity**

Per: \_\_\_\_\_



Name: Mathew M. Harris, CA•CIRP, FCA  
Title: Senior Vice President