

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI732891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
U.S. BANK NATIONAL ASSOCIATION	12/31/2024
RECEIVING PARTY DATA	
Company Name:	JAC Operations, Inc.
Street Address:	125 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Company Name:	FreightCar America, Inc.
Street Address:	125 S. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 34	
Property Type	Number
Patent Number:	6679187
Patent Number:	6837169
Patent Number:	6601522
Patent Number:	7094013
Patent Number:	7478599
Patent Number:	7824140
Patent Number:	7832340
Patent Number:	7954437
Patent Number:	10336347
Patent Number:	8342105
Patent Number:	9669845
Patent Number:	8640631
Patent Number:	8757067
Patent Number:	10300931
Patent Number:	8950341

Property Type	Number
Patent Number:	9387864
Patent Number:	9096238
Patent Number:	9862393
Patent Number:	10017191
Patent Number:	10710612
Patent Number:	10315667
Patent Number:	10589757
Patent Number:	10486719
Patent Number:	10737705
Patent Number:	11338831
Patent Number:	11492023
Patent Number:	11554797
Application Number:	16907836
Application Number:	16989105
Application Number:	62641614
Application Number:	62650472
PCT Number:	US0864043
PCT Number:	US1122293
PCT Number:	US1525475

CORRESPONDENCE DATA

Fax Number: 2122944700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212)2946635

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Address Line 1: Winston & Strawn LLP

Address Line 2: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	8589.49 PSA Release
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NAME OF SUBMITTER:	Deomattie Kumar
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SIGNATURE:	Deomattie Kumar
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DATE SIGNED:	01/06/2025
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Total Attachments: 11

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RELEASE OF PATENT SECURITY INTEREST

This RELEASE OF PATENT SECURITY INTEREST (this “Release”) is effective as of December 31, 2024 and granted by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”) to the signatory hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to (i) that certain Credit Agreement, dated as of October 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FREIGHTCAR NORTH AMERICA, LLC, a Delaware limited liability company (the “Borrower”), FREIGHTCAR AMERICA, INC., a Delaware corporation (“Holdings”), the several banks and other financial institutions or other entities from time to time parties thereto (the “Lenders”) and Collateral Agent and (ii) that certain Guarantee and Collateral Agreement dated as of November 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Grantors and the Collateral Agent, to guaranty the Obligations (as defined in the Credit Agreement) of the Borrower.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors executed and delivered that certain Patent Security Agreement, dated as of November 24, 2020 (the “Patent Security Agreement”) in favor of the Collateral Agent;

WHEREAS, the Patent Security Agreement was recorded in the records of the United States Patent and Trademark Office on November 24, 2020 at Reel/Frame 054463/0076 and on December 20, 2024 (Reel/Frame has not been assigned); and

WHEREAS, the Credit Agreement has been terminated and each Grantor has requested that the Collateral Agent enter into this Release in order to evidence the release and reassignment to each Grantor of any and all right, title and interest the Collateral Agent may have in the Collateral pursuant to the Patent Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement as in effect immediately prior to the termination thereof, the Guarantee and Collateral Agreement or the Patent Security Agreement, as applicable.
2. Release of Security Interest. The Collateral Agent, on behalf of itself, the Lenders, and the other Secured Parties, hereby: (i) terminates the Patent Security Agreement and fully releases, discharges, and terminates, and reassigns to each Grantor, without representation or warranty of any kind, its security interest, continuing lien and all other rights, title and interest in, to and under the Patents referred to on Schedule I, the applications and registrations thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present

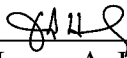
and future violations thereof, (ii) agrees that it shall, at the expense of Grantors, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (ii) authorizes and requests that the United States Patent and Patent Office record the release hereby given and any other filings reasonably necessary to evidence release and termination of its rights under the Patent Security Agreement with respect to the Patents and other Collateral.

3. Counterparts. This Release may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.
4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Name: James A. Hanley
Title: Senior Vice President

Accepted and Agreed:

JAC OPERATIONS, INC.,

as Grantor

By: Michael Riordan
Name: Michael Riordan
Title: Chief Financial Officer

Accepted and Agreed:

FREIGHTCAR AMERICA, INC.,

as Grantor

By: Michael Riordan
Name: Michael Riordan
Title: Chief Financial Officer

SCHEDULE I
TO
RELEASE OF PATENT SECURITY INTEREST
PATENTS AND PATENT APPLICATIONS

Reg. No.	Application No.	Patent Title	Jurisdiction	Entity	Issue Date / Application Date
6,679,187	10/044,815	SLAB AND COIL Railcar	United States	JAC Operations, Inc.	01/20/2004
6,837,169	10/419,043	End Door Structure for an Aluminum Vehicle Carrier - 0302	United States	JAC Operations, Inc.	01/04/2005
6,601,522	09/920,436	Top Chord Structure - 200101	United States	JAC Operations, Inc.	08/05/2003
7,094,013	10/380,643	Aluminum Vehicle Carrier Railcar - 200301	United States	JAC Operations, Inc.	08/22/2006
7,478,599	09/664,118	Railroad Car Having Cold Formed Center Sill (CIP)-990015	United States	JAC Operations, Inc.	01/20/2009
7,824,140	11/458,308	Aluminum Vehicle Carrier Railcar - 200301C	United States	JAC Operations, Inc.	11/02/2010
7,832,340	11/626,072	Hopper Railcar with Automatic Individual Door - 0601	United States	JAC Operations, Inc.	11/16/2010
7,954,437	12/122,184	RailroadWellCar w Open Truss Sides-0701	United States	JAC Operations, Inc.	06/07/2011
10,336,347	14/313,969	RailroadWellCar w Open Truss Sides-0701CIP2	United States	JAC Operations, Inc.	07/02/2019
8,342,105	12/715,077	Open Top Hopper Railcar with Lading Shedding Top Chord and Corner Cap and Integrated Door Operating Controls with Manual Override - 0803	United States	JAC Operations, Inc.	01/01/2013

Reg. No.	Application No.	Patent Title	Jurisdiction	Entity	Issue Date / Application Date
9,669,845	13/692,090	Open Top Hopper Railcar with Lading Shedding Top Chord and Corner Cap and Integrated Door Operating Controls with Manual Override -0803C	United States	JAC Operations, Inc.	06/06/2017
	16/907,836 (from 15615748)	Open Top Hopper Railcar with Lading Shedding Top Chord and Corner Cap and Integrated Door Operating Controls with Manual Override -0803C-CIP-C	United States	JAC Operations, Inc.	6/22/2020
8,640,631	13/554,063	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door- 0903	United States	JAC Operations, Inc.	03/06/2014
8,757,067	13/153,879	RailroadWellCar w Open Truss Sides-0701CIP	United States	JAC Operations, Inc.	06/06/2011
10,300,931	61/537,556 13/624,872 14/618,938 15/187,686	Multi-Unit Intermodal Railroad Well Car With Safety Platform and Handbrake-1101C2	United States	JAC Operations, Inc.	05/28/2019
8,950,341	(61/537,556) 13/624,872	Multi-Unit Intermodal Railroad Well Car With Safety Platform and Handbrake-1101	United States	JAC Operations, Inc.	02/10/2015
9,387,864	14/505,069 (61/619,403) (PCT/US13/34947)	Transverse Through CoilCar With Modular Though Forming Assemblies and Method of Forming Same.-1201	United States	JAC Operations, Inc.	07/12/2016

Reg. No.	Application No.	Patent Title	Jurisdiction	Entity	Issue Date / Application Date
9,096,238	14/171,217	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903C	United States	JAC Operations, Inc.	08/04/2015
9,862,393	14/816,795	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903C2	United States	JAC Operations, Inc.	01/09/2018
10,017,191	15/289,466 (PCT/US15/25475 61977753)	Gondola Car Clean-Out Door - 1301	United States	JAC Operations, Inc.	07/10/2018
10,710,612	16/031,410 15/289,466 (PCT/US15/25475 61977753)	Gondola Car Clean-Out Door - 1301-CIP	United States	JAC Operations, Inc.	07/14/2018
10,315,667	15/420,075 (62/287,944)	Coil Railcar with Floating Floor Sheet-1502	United States	JAC Operations, Inc.	06/11/2019
10,589,757	16/401,217 15/420,075 (62/287,944)	Coil Railcar with Floating Floor Sheet - 1502C	United States	JAC Operations, Inc.	03/17/2020
10,486,719	15/438,858 (62/297,990)	Railroad Coupler Knuckle with External Weight Reducing Features - 1504	United States	JAC Operations, Inc.	11/26/2019
10,737,705	15/715,578 (62/399,589)	Reinforced Aluminum Side Stake - 1603 (Railroad Car Internal Side Stake Reinforcement)	United States	JAC Operations, Inc.	08/10/2020 9/26/2017 (09/26/2016)
	16/989,105 15/715,578 (62/399,589)	Reinforced Aluminum Side Stake - 1603C (Railroad Car Internal Side Stake Reinforcement)	United States	JAC Operations, Inc.	08/10/2020 9/26/2017 (09/26/2016)

Reg. No.	Application No.	Patent Title	Jurisdiction	Entity	Issue Date / Application Date
2020-0239043-	62/770,284	Railcar Having Cold Formed Center Sill with Stiffness Enhancing Structure and Method of Forming Same - 1401	United States	JAC Operations, Inc.	07/30/2020
2020-0101987	62/655,330	Coil Car with Vertical Trough Extensions -1404	United States	JAC Operations, Inc.	04/02/2020
WO 2019/191762	62/641,614	Open Top Gondola Railcar -1801	United States	JAC Operations, Inc.	09/19/2019
WO 2019/191762	62/650,472	Method & Cast Components for Cold Formed - 1802 Center Sill Rail Car Modification Programs & Railcars Formed Thereby	United States	JAC Operations, Inc.	10/03/2019
2019-0315377	62/658,527	Solenoid Activation Remote for a Railroad Car Door	United States	JAC Operations, Inc.	10/17/2019
WO 2008/144608	PCT/US08/64043	RailroadWellCar w Open Truss Sides-0701PCT	United States	Freight Car America, Inc.	11/27/2008
WO 2011/091384	PCT/US11/22293	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903	United States	Freight Car America, Inc.	07/28/2011
WO 2015/157734	PCT/US15/25475 (61977753)	GONDOLA CAR CLEAN-OUT DOOR - 1301PCT	United States	JAC Operations, Inc.	10/15/2015
2,639,934	2639934	Hopper Railcar with Automatic Individual Door System- 0601CA	Canada	JAC Operations, Inc.	01/08/2013
2008254702	US08/64043	RailroadWellCar w OpenTrussSides-0701AU	Australia	JAC Operations, Inc.	01/24/2013
200880020299.x	200880020299.X	RailroadWellCar w OpenTrussSides-0701CN	China	JAC Operations, Inc.	02/13/2013

Reg. No.	Application No.	Patent Title	Jurisdiction	Entity	Issue Date / Application Date
293392	MX/a/2009/012415	RailroadWellCar w OpenTrussSides-0701 MX	Mexico	JAC Operations, Inc.	12/08/2011
	PI 0810265-1	RailroadWellCar w OpenTrussSides-0701BR	Brazil	JAC Operations, Inc.	05/19/2008
2688382	2688382	RailroadWellCar w Open Truss Sides-0701CA	Canada	JAC Operations, Inc.	10/31/2014
	4036/KOLN P/2009	RailroadWellCar w Open Truss Sides-0701 IN	India	JAC Operations, Inc.	05/19/2008
2011207459	2011207459	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903AU	Australia	JAC Operations, Inc.	03/13/2014
12-141223	12-141223	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903 CO	Columbia	JAC Operations, Inc.	02/21/2014
	7120DELNP /2012	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903IN	India	JAC Operations, Inc.	01/24/2011
2012/06289	2012/06289	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903ZA	South Africa	JAC Operations, Inc.	10/30/2013
	PI 0810265-1	RailroadWellCar w OpenTrussSides-0701 BR	Brazil	FreightCar America, Inc.	05/19/2008

Reg. No.	Application No.	Patent Title	Jurisdiction	Entity	Issue Date / Application Date
2,787,778	2787778	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903 CA	Canada	JAC Operations, Inc.	02/06/2018
	2993403	Side Contoured Open top Hopper Railcar with Biased Door Seal and Enlarged contoured Ind Door-0903 CA-DIV	Canada	FreightCar America, Inc.	01/24/2011
1004302528. A	2013-80021055.5	Transverse Through CoilCar With Modular Though Forming Assemblies and Method of Forming Same.-1201CN	China	JAC Operations, Inc.	01/21/2015
	2125/KOLN P/2014	Transverse Through CoilCar With Modular Though Forming Assemblies and Method of Forming Same.-1201N	India	JAC Operations, Inc.	04/02/2012
	TBD PCT/US19/21892 62/641,614	OPEN TOP GONDOLA RAILCAR - 1801CA	Canada	JAC Operations, Inc.	9/11/2020 3/12/2019 3/12/2018
	MX/a/2020/009520 PCT/US19/21892 62/641,614	OPEN TOP GONDOLA RAILCAR - 1801MX	Mexico	JAC Operations, Inc.	9/11/2020 3/12/2019 3/12/2018

Reg. No.	Application No.	Patent Title	Jurisdiction	Entity	Issue Date / Application Date
	TBD PCT/US19/2 5190 62650472	METHOD & CAST COMPONENTS FOR COLD FORMED -1802CA CENTER SILL RAIL CAR MODIFICATION PROGRAMS &RAILCARS FORMED THEREBY	Canada	JAC Operations, Inc.	9/11/2020 4/1/2019 3/30/2018
	TBD PCT/US19/2 5190 62650472	METHOD & CAST COMPONENTS FOR COLD FORMED -1802MX CENTER SILL RAIL CAR MODIFICATION PROGRAMS &RAILCARS FORMED THEREBY	Mexico	JAC Operations, Inc.	TBD 4/1/2019 3/30/2018