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Form PTO-1594 (Rev. 6-23) OMB No. 0651-0011 (exp. 4/94)



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): BANK OF AMERICA, N.A. 5-9-01
Individual(s) Association
General Partnership Limited Partnership
Corporation
Other - a national banking association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): ABC-NACO INC. 2001 BUTTERFIELD ROAD, SUITE 502 DOWNERS GROVE, IL 60515
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation - Delaware corporation
Other
U.S. Patent & TMO/TM Mail Rpt Dt. #58 05-09-2001

3. Nature of Conveyance:
Assignment Merger
Security Agreement Change of Name
Other - Partial Release of Security Interests in Intellectual Property
Execution Date: May 2, 2001

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s) B. Trademark Registration No.(s)
74,793 405,142 719,136 740,527 974,281

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: GLENN A. GUNDERSEN
DECHERT
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41) \$140.00
Enclosed
Authorized to be charged to deposit account (Including any underpayment)
8. Deposit account number: 04-0475
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Susan L. Foster Signature Date 5/9/01
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002298 FRAME: 0565

ABC-NACO INC.**PARTIAL RELEASE OF
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

WHEREAS, ABC-NACO Inc. ("Grantor") entered into a Credit Agreement (as has been amended, restated, or otherwise modified ("Credit Agreement") among and between Bank of America, N.A. as agent (the "Agent") for certain lenders parties thereto, and other parties, dated as of February 19, 1999 (terms used but not defined herein shall have the meanings as such terms are used in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, Grantor entered into certain Loan Documents, pursuant to some of which the Grantor has granted to the Agent for the benefit of the lenders a continuing security interest (the "Security Interest") in favor of Agent in and to all of Grantor's intellectual property described in the relevant Loan Documents;

WHEREAS, Grantor granted the Security Interest to Agent in order to secure the complete and timely satisfaction of its obligations under the Loan Documents (the "Secured Obligations");

WHEREAS, pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated April 16, 2001, by and among Grantor, NACO, Inc., National Castings Inc., NACO Flow Products, Inc., National Engineered Products Company, Inc., BuyMetalCastings Inc. (collectively, "Sellers") and Matrix Metals LLC ("Buyer"), Sellers agreed to sell, assign, transfer and convey certain assets to Buyer, including, without limitation, all of Grantor's right, title and interest in the Intellectual Property, as defined in Section 2.14 of the Asset Purchase Agreement (hereinafter, the "Castings Intellectual Property"), including, without limitation, the patents and patent applications listed in Schedule A hereto and the trademarks and any registrations and applications therefor listed in Schedule B hereto and all of the goodwill of the business connected with use of, and symbolized by such trademarks;

WHEREAS, Agent has agreed to release the Security Interest in the Castings Intellectual Property upon the payment of the Purchase Price as provided in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Agent hereby releases the Security Interest in the Castings Intellectual Property, hereby waives and relinquishes all its rights, powers, privileges and remedies, if any, under the Loan Documents related to the Castings Intellectual Property with respect to Grantor and Grantor's successors and assigns under the Credit Agreement, hereby sells, assigns, transfers and sets over to Grantor and Grantor's successors and assigns any right, title or interest in or to the Castings Intellectual Property described in the Credit Agreement, including, without limitation, the patents and patent applications set forth on Schedule A, and the trademark registrations and applications

set forth on Schedule B, and the goodwill associated therewith (in each case without any representations or warranties), and hereby releases Grantor on and after the date hereof, and Grantor's successors and assigns, from all covenants, obligations, liabilities and warranties related to the Castings Intellectual Property under the Credit Agreement.

Schedule A**U.S. Patents**

Title	Country	Patent No.	Filing Date	Issue Date	Exp. Date
*Chain Link	U.S.	4,498,284	5/25/82	2/12/85	2/12/97
*Cast Iron Railroad Brake Shoes	U.S.	4,352,416	12/12/77	10/5/82	10/5/99
Powdered Metal Friction Material	U.S.	4,391,641	11/6/81	7/5/83	11/16/01

Foreign Patents

Title	Country	Patent No.	Filing Date	Issue Date	Exp. Date
Powdered Metal Friction Material	Canada	1,162,005	11/6/81	7/5/83	11/5/01
Powdered Metal Friction Material	Mexico	160,698	11/23/81	4/18/90	11/16/01
Powdered Metal Friction Material	EPO	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	U.K.	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	Germany	3175126-1	11/17/81	10/18/86	11/16/01
Powdered Metal Friction Material	France	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	Belgium	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	Netherlands	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	Austria	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	Italy	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	Sweden	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	Switzerland	0055205	11/17/81	8/13/86	11/16/01
Powdered Metal Friction Material	S. Africa	81/7944	11/17/81	10/27/82	11/16/01

* N.B. the patent term has expired, however rights may be exercised for up to six years after expiration against infringement occurring during the enforceable period of the patent

Schedule B**U.S. Trademarks**

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Issue Date</u>	<u>Renewal Date</u>
S and Design	U.S.	74,793	1/6/09	8/10/09	8/10/09
S and Design	U.S.	405,142	7/9/43	1/11/44	1/11/04
LOCKEY	U.S.	719,136	9/12/60	8/1/61	8/1/01
S and Design	U.S.	740,527	11/1/61	11/13/62	11/13/02
SAMSON	U.S.	974,281	12/10/71	12/4/73	12/4/03

U.S. Trademark Applications

None

Foreign Trademarks

S and Design	Canada	35,753	2/18/24	6/9/24	6/9/04
S and Design	Mexico	335,167			
SAMSON	Canada	217,434	10/1/75	12/3/76	12/3/06
SAMSON	Germany	948,509	5/22/75	8/27/76	5/31/05
SAMSON	France	1,307,798	5/2/85	NA	5/1/05
SAMSON	Benelux	332,700	5/21/75	NA	5/21/05
SAMSON	Switzerland	277,453	5/20/75	NA	5/20/05
SAMSON	Austria	81,003	NA	10/9/75	10/9/05
SAMSON	Italy	718,868	11/22/95	7/17/97	5/23/05
SAMSON	Spain	791,148/3	5/28/75	1/31/77	5/27/05
SAMSON	Australia	288,235	6/23/75	NA	NA
SAMSON	Japan	2,445,278			
DIAMOND S	Canada	35,750	2/18/24	6/9/24	6/9/04
DIAMOND	Canada	35,751	2/16/24	6/9/24	6/9/04
DIAMOND S	Costa Rica	10787/8788			
DIAMOND S	Mexico	35,751			
LIMIT OF WEAR	Costa Rica	10788/8824			
DIAMOND DESIGN	Canada	35,754	2/18/24	6/9/24	6/9/04

Foreign Trademark Applications

None

** TOTAL PAGE.12 **

TRADEMARK
REEL: 002298 FRAME: 0570

BANK OF AMERICA N.A., AS AGENT

By: David A. Johanson

Name: David A. Johanson

Title: Vice President

Date: 5/2/01