

FORM PTO-1618A
Patent and Trademark Office
OMB 0971-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copies.

Submission Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Effective Date Month Day Year 05 02 00
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Conveying Party Mark if additional names of conveying parties attached

Name Nordco Inc. Execution Date
 Month Day Year
 05 02 00

Formerly _____

Individual General Partnership Limited Partnership Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name M&I Marshall & Isley Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) 770 Water Street

Address (line 2) _____

Address (line 3) Milwaukee Wisconsin 53202
 City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
 Corporation Association

Citizenship/State of Incorporation/Organization Wisconsin

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Mail documents to be recorded with required cover sheets information to the
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20501
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FORM PTO-1618B
OAS 08/1-2007

Page 2

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2115591"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marta S. Levine

Marta S. Levine

May 22, 2000

Name of Person Signing

Signature

Date Signed

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**GENERAL INTANGIBLES MORTGAGE
AND SECURITY AGREEMENT**

THIS GENERAL INTANGIBLES MORTGAGE AND SECURITY AGREEMENT (the "Intangibles Mortgage") is entered into as of May 2, 2000 by and between NORDCO INC., a Delaware corporation (the "Mortgagor"), and M&I MARSHALL & ILSLEY BANK (the "Mortgagee"). All capitalized terms not otherwise defined herein are used as defined in that certain Loan Agreement dated as of even date herewith between the Mortgagor and the Mortgagee (the "Loan Agreement").

RECITALS

WHEREAS, it is a condition of the Loan Agreement that, in order to further secure the Mortgagor's Obligations, the Mortgagor and the Mortgagee enter into this Intangibles Mortgage, pursuant to which the Mortgagor grants to the Mortgagee a lien, security interest and mortgage in all of the Mortgagor's now existing and hereafter created or acquired patents, trademarks, trade names, service marks, the entire goodwill of the business of the Mortgagor connected with and symbolized by such trademarks, service marks, trade names and all of the other general intangibles of the Mortgagor.

NOW, THEREFORE, in order to further secure all present and future Obligations of Mortgagor to Mortgagee, and for other good and valuable consideration, the sufficiency and receipt of which by the Mortgagor is hereby acknowledged, the Mortgagor and the Mortgagee hereby agree as follows:

1. The Mortgagor hereby mortgages and pledges unto the Mortgagee and creates a security interest in, with full power of sale upon the occurrence and during the continuance of an Event of Default, all of the Mortgagor's right, title and interest throughout the world in and to:

(a) The United States patents and applications for patent of the Mortgagor described in Exhibit A hereto, and all other United States patents and applications for patent of the Mortgagor now existing or hereafter filed or acquired by Mortgagor;

(b) The inventions disclosed and/or claimed in all of the said United States patents and applications for patent, and all other proprietary inventions now owned by the Mortgagor or hereafter made, created or acquired by or exclusively for the Mortgagor whether or not any of said inventions are patentable;

(c) All other patents or like protection that have been or may in the future be granted on any of the aforesaid inventions

and/or applications to the Mortgagor, or to any assignor of the rights to any such invention to such Mortgagor;

(d) The United States registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of the Mortgagor described in Exhibit B hereto, and all other trademarks, service marks and trade names and applications to register the same of the Mortgagor, whether registered or unregistered, now existing or hereafter arising, created or acquired by the Mortgagor;

(e) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States;

(f) All rights of action on account of past, present, and future unauthorized use of any of said inventions, trademarks, service marks, or trade names and for infringement of said patents, trademarks, service marks or trade names and like protection;

(g) The right to file and prosecute applications for patents, and for registration of trademarks, service marks, and trade names on any of said inventions, trademarks, service marks, trade names, or for similar intellectual property in the United States;

(h) The entire goodwill of the business of the Mortgagor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of the Mortgagor;

(i) All of the Mortgagor's customer lists, trade secrets, corporate and other business records, license rights (unless the license agreement conferring such rights would be violated by the provisions of this Intangibles Mortgage), advertising materials, operating manuals, formulae, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, supplier contracts, confidential information (unless disclosure to Mortgagees would violate an agreement with a third party), consulting agreements, engineering contracts, rights to use product names or labels, and all other assets which uniquely reflect the goodwill of the business of the Mortgagor to which said general intangibles relate; and

(j) All of the proceeds of any of the foregoing (the intangible assets enumerated in subparagraphs (a) through (i) being hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever in accordance with the terms and conditions set forth

herein; provided, however, that the mortgage, lien and security interest in the General Intangibles granted the Mortgagee hereunder are upon the express condition that if the entire amount of principal of and interest due on the Loans and all other fees and payments due under the Loan Agreement, the Collateral Documents and the Notes are paid in full, and the commitment of M&I to make Loans under Sections 1.1 and 1.2 of the Loan Agreement has terminated, then this Intangibles Mortgage and the mortgage, lien, and security interest hereby granted and made shall cease, terminate and be void, and the entire right and interest in said General Intangibles created by this Intangibles Mortgage shall be released (at the Mortgagor's expense), otherwise this Intangibles Mortgage is to remain in full force and effect.

2. The Mortgagor agrees that, in addition to the rights and remedies given to the Mortgagee under that certain Security Agreement of even date herewith, upon the occurrence and during the continuance of any Event of Default, the Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code, including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way the Mortgagee shall, in its reasonable discretion, deem appropriate. For such purposes and upon the occurrence and during the continuance of any Event of Default, the Mortgagor hereby authorizes and empowers the Mortgagee to make, constitute and appoint any agent of the Mortgagee as the Mortgagee may select, in its exclusive discretion, as the Mortgagor's true and lawful attorney-in-fact, with the power, exercisable during an Event of Default, to endorse the Mortgagor's name on all applications, documents, papers and instruments as may be necessary for the Mortgagee to have the full benefit of this Intangibles Mortgage, including, but not limited to, the full right to the use of the General Intangibles described herein or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or as may be necessary for the Mortgagee to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. The Mortgagor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the latest to occur of the following: (a) the expiration of this Intangibles Mortgage, and (b) the entire amount of principal of and interest due on the Loans and all other fees and payments due under the Loan Agreement, the Collateral Documents and the Notes are paid in full, and the commitment of M&I to make Loans under Sections 1.1 and 1.2 of the Loan Agreement has terminated.

3. The Mortgagee shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and the Mortgagor shall, at its own expense, take such actions as may be necessary to protect, defend and maintain the same to the extent advisable for its business. The Mortgagor shall forthwith advise the Mortgagee in writing of material infringements detected by the Mortgagor in the ordinary course of its business. Upon the occurrence and

continuation of an Event of Default, or if the Mortgagor fails to comply with the foregoing, the Mortgagee may but shall not be required to do so in the Mortgagor's name to the extent permitted by law, and the Mortgagor hereby agrees to reimburse reasonable attorneys' fees incurred by the Mortgagee in protecting, defending and maintaining the General Intangibles.

4. If, before the Obligations are satisfied in full, the Mortgagor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent or any improvement on any patent, or any other General Intangibles, the provisions of this Intangibles Mortgage shall automatically apply thereto and the Mortgagor shall give to the Mortgagee prompt notice thereof in writing; provided, however, that the Mortgagor shall be required to prosecute applications in respect of any of the foregoing only if it reasonably determines that it is in Mortgagor's best interest to do so. The Mortgagor authorizes the Mortgagee to modify this Intangibles Mortgage by amending the Exhibits hereto to include any future General Intangibles.

5. The Mortgagor further agrees and covenants that it, its successors and assigns, will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give the Mortgagee, its successors and assigns, the full benefit of this Intangibles Mortgage.

6. The Mortgagor hereby represents, warrants, covenants and agrees that:

(a) The patents, trademarks, copyrights and applications for patents, trademarks or copyrights set forth in the Exhibits hereto constitute all of the U.S. patents and trademarks, and applications for U.S. patents and trademarks, owned by the Mortgagor.

(b) Except for the security interest granted the Mortgagee hereby and such security interests specifically permitted under the Loan Agreement, it is and will continue to be the owner of all of its General Intangibles free from any adverse claims, security interest or encumbrance of, or license to, any Person other than the Mortgagee.

(c) It has the full right and power to grant the security interests in its General Intangibles made hereby.

(d) Except as set forth on the attached Exhibits, it has made no currently effective assignment, transfer or agreement in conflict herewith or constituting a present or future assignment or transfer of or encumbrance on any of its General Intangibles.

(e) All information furnished to the Mortgagee concerning the General Intangibles and proceeds thereof or otherwise for the purpose of obtaining credit or an extension of credit is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Mortgagor's knowledge, no infringement or unauthorized use presently is being made of any General Intangible.

7. Throughout the term of this Intangibles Mortgage, the Mortgagor shall diligently prosecute all applications for patent, trademark registration, service mark registration and trade names as are in the Mortgagor's best interest and shall file and prosecute any continuations, continuations-in-part, applications for reissue, applications for certificate of correction, affidavits of use, proofs of use, renewals and like matters, as are in the Mortgagor's best interest, and the Mortgagor shall bear the entire cost of all such filings and proceedings. Mortgagor agrees to retain a licensed patent attorney or an experienced trademark attorney, as appropriate, for the filing and prosecution of all such applications and other proceedings.

8. Mortgagor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, trademark registrations, or trademark applications, service mark registrations and service mark applications, trade names, and know-how within the General Intangibles, unless such General Intangible is abandoned by Mortgagor in compliance with the terms of Section 9 hereof.

9. Mortgagor shall not allow any patent, trademark, trade name, service mark, or any application for patent, trademark, service mark, trade name or like protection included within the General Intangibles to become abandoned, nor any patent, trademark, service mark, trade name or like protection to be forfeited or dedicated to the public, unless with respect to any of the foregoing, the Mortgagor reasonably determines that it is in its best interests to do so. If any pending or hereafter filed patent, trademark or service mark, including renewal applications, has been finally rejected by the United States Patent and Trademark Office or any foreign patent or trademark office, the Mortgagor may abandon the same.

10. The Mortgagee may, at its option, after the occurrence and during the continuance of an Event of Default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the General Intangibles, or pay for maintenance or preservation of the General Intangibles, or pay any other fee, reasonable attorneys' fee or other expenses necessary to preserve and protect the rights conveyed, mortgaged and secured by the security interests hereby granted.

11. Mortgagor hereby grants to the Mortgagee an irrevocable license, effective upon an acceleration of the Obligations, to use or grant licenses relating to the General Intangibles, in the Mortgagee's sole discretion, for any of the following purposes: operating the Mortgagor's business, completing any work in process of the Mortgagor, using or processing any inventory of the Mortgagor, repairing any goods manufactured by the Mortgagor, selling or marketing any goods of the Mortgagor or any goods manufactured from inventory or work in progress of the Mortgagor, and any other purpose related to any real or personal property of the Mortgagor. As used in this paragraph 11, the phrase "of the Mortgagor" shall refer to all property or interests in property owned or previously owned by the Mortgagor in which the Mortgagee has or has had any lien, security interest, mortgage or other interest. The irrevocable license granted by this paragraph shall be effective from the date hereof until all of the Obligations have been paid in full, provided that the Mortgagee shall exercise rights under the irrevocable license only during such time or times after an acceleration of the Obligations under the Credit Agreement.

12. Any provisions hereof found to be invalid under the laws of the United States of America, the State of Wisconsin, or any other applicable law, shall be invalid only with respect to the offending provision and only with respect to the application of such law, and this Intangibles Mortgage shall otherwise remain in full force and effect. All words used herein shall be construed to be of such gender or number as the circumstances require. This Intangibles Mortgage shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Mortgagee only. All of the Mortgagor's rights and remedies with respect to the General Intangibles, whether established hereby or by the Loan Agreement, or by any other agreements between the Mortgagor and the Mortgagee, or by law shall be cumulative and may be exercised singularly or concurrently. No course of dealing between the Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of the Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof. This Intangibles Mortgage may be amended only by a writing signed by the parties. The internal laws of the State of Wisconsin (without giving effect to its conflicts of law provisions) shall apply to this Intangibles Mortgage and its construction and interpretation.

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

This 2nd day of May, 2000, before me personally came the above-named Gus D. Hernandez, Jr. and THOMAS E. SULLS, to me personally known as a Vice President and ~~SAVING VICE PRESIDENT~~, respectively, of M&I MARSHALL & ILSLEY BANK, the individual who executed the foregoing General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of M&I MARSHALL & ILSLEY BANK for the purposes therein set forth.

Nick: L. W...
Notary Public, Milwaukee County
My commission: 8/10/99 03/2/03

**EXHIBIT A
LIST OF PATENTS AND
PATENT APPLICATIONS**

Attached Hereto

PATENTS

NORDCO U.S. PATENTS

	<u>Patent No.</u>	<u>Expiration Date</u>
1. Dual Claw Spike Puller	4,338,793	May 29, 2004
2. Spike Driving Machine Including Improved Rail Clamping Apparatus	4,579,061	June 29, 2004
3. Automatic Tie Plate Orientation Sensing System	4,727,989	January 27, 2007
4. Spike Driving Machine Including Locking Strut For Spike Driver Gun	4,777,885	January 27, 2007
5. Railroad Adzer Debris Removal Means	4,825,919	August 15, 2008
6. Automatic High Speed Tie Plate Reorienting Mechanism	4,907,686	July 26, 2008
7. Automatic Tie Plate Sorting Conveyor	4,909,373	June 7, 2008
8. Method And Apparatus For Automatically Setting Rail Tie Plates	4,942,822	June 7, 2008
9. Automatic Tie Plate Setting Machine	4,974,318	August 1, 2008
10. Automatic Tie Plate Sorting Conveyor (Divisional)	5,038,914	October 26, 2010
11. Spike Driving Machine Having Pushing And Percussive Spike Driving Functions	5,191,840	September 11, 2011
12. Hairpin Spike Pulling Tool And Machine Therefor	5,253,844	April 6, 2012

TRADEMARK
REEL: 002044 FRAME: 0242

	<u>Patent No.</u>	<u>Expiration Date</u>
13. Automatic Rail Fastener Applicator	5,398,616	August 6, 2013
14. Modular Railway Maintenance System (M3)	5,465,667	December 21, 2013
15. Rail Anchor Remover	5,546,864	August 20, 2013
16. Automatic Railway Fastener Remover	5,577,447	November 26, 2013
17. Apparatus For Installing And Removing Rail Clips	5,586,302	December 24, 2013
18. Fully Automatic Multiple Operation Rail Maintenance Apparatus	5,671,679	September 30, 2014
19. Apparatus And Method For Removing Rail Anchors	5,730,060	March 24, 2015
20. Mobile Apparatus For Cutting Vegetation	5,392,593	February 28, 1995 (issue date)
21. Suspension Apparatus	5,893,330	April 13, 1999 (issue date)
22. Apparatus For Cutting Vegetation	5,174,098	December 29, 1992 (issue date)

NORDCO U.S. PATENT APPLICATIONS

<u>Invention Title</u>	<u>Serial No.</u>
1. Bulk Spike Loading Apparatus	09/182,261

**EXHIBIT B
LIST OF TRADEMARKS, TRADE NAMES, SERVICE MARKS
AND APPLICATIONS FOR REGISTRATIONS OF TRADEMARKS, TRADE NAMES AND
SERVICE MARKS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date</u>
Nordco	75-138463	2115591	July 23, 1996

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