Form **PTO-1594**

(Rev. 03/01)

OMB NO. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings $\Rightarrow \Rightarrow \Rightarrow \Box$	0 0 0	
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	2. Name and address of receiving party(ies):	
Bank of America, N.A. 1-17 - 02	Name: NACO, Inc.	
	Internal Address:	
☐ Individual(s) ☐ Association	Street Address: 335 Eisenhower Lane South	
General Partnership Limited Partnership		
Corporation-State	City: Lombard State: IL Zip: 60148	
✓ Other National Banking Association	Individual(s) citizenship	
Additional name(s) of conveying party(ies) attached? Yes No	☐ Association General Partnership	
3. Nature of conveyance:	☐ Limited Partnership	
☐ Assignment ☐ Merger	☑ Corporation – State Delaware	
☐ Security Agreement ☐ Change of Name	Other	
☑ Other Release of Security Interest in Trademarks	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No	
Execution Data: December 27, 2001	(Designations must be a separate document from assignment)	
Execution Date: December 27, 2001	Additional name(s) & address(es) attached? Yes No	
4. Application number(s) or registration number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
i	<u>2114293</u> 2174523 2273316	
Additional number(s) attached?		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Concerning accument constant of management		
Name: Allison Engel, Esq.	7. Total fee (37 CFR 3.41) \$ 90.00	
Paul, Weiss, Rifkind, Wharton &	✓ Enclosed	
Internal Address: Garrison	Authorized to be charged to deposit account	
	8. Deposit account number:	
Street Address: 1285 Avenue of the Americas		
City: New York State: NY Zip: 10019	(Attach duplicate copy of this page if paying by deposit account)	
City		
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.		
Minter Krotzer		
Name of Person Signing Signature		
Total number of pages including cover sheet, attachments, and documents:		
I de mande de la managed with	h required cover sheet information to:	

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cuments to be recorded with required cover sheet inform.

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK REEL: 002436 FRAME: 0024

NACO, INC.

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interest in Trademarks (the "Release"), dated as of December 172001, is made by Bank of America, N.A. ("Bank") in favor of NACO, Inc., a Delaware corporation ("Grantor").

WHEREAS, Grantor entered into that certain AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as may be amended, supplemented or modified or otherwise modified from time to time) ("Security Agreement") dated May 2, 2001 by and between Grantor and Bank, as collateral agent (the "Collateral Agent") for the Secured Creditors (as defined therein) and recorded in the United States Patent and Trademark Office as of June 20, 2001 at Reel 2320, Frame 0390;

WHEREAS, Grantor granted to Collateral Agent, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of Collateral Agent in and to all of Grantor's trademarks (the "Intellectual Property") described in the Security Agreement, including the trademark registrations and applications set forth on Exhibit A attached hereto;

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

WHEREAS, Collateral Agent has agreed to release the Security Interest in the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Collateral Agent hereby releases the Security Interest in the Intellectual Property, hereby waives and relinquishes all of its rights, powers, privileges and remedies related to the Intellectual Property with respect to Grantor and Grantor's successors and assigns under the Security 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 Intellectual Property, and the goodwill associated therewith, and hereby releases Grantor and Grantor's successors and assigns from all covenants, obligations, liability and warranties related to the Intellectual Property under the Security Agreement.

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TRADEMARK REEL: 002436 FRAME: 0025 BANK OF AMERICA, N.A., as Collateral Agent

Title:

David A. Johanson

Vice Preside

SUBSCRIBED AND SWORN TO before me this at day of <u>Queen</u>, 2001.

Mana Paggio Notary Public

My Commission Expires 2 /1 /05

OFFICIAL SEAL MARIA PAGGAO

NOTARY FURICE STATE OF ILLINOIS MY COMMISSION EXPIRES:02/01/05

EXHIBIT A

TRADEMARKS

NACO Inc.

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Advanced Vehicle Dynamics	2114293	11/18/97
NCM	2174523	7/21/98
High Endurance	2273316	8/31/99

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RECORDED: 01/17/2002

TRADEMARK REEL: 002436 FRAME: 0027