

Corrective 10/29

OCT 29

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

11-16-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103580725

RI  
To the Director of the U. S. Patent and Trademark Office

Transmit this document to the new address(es) below.

1. Name of conveying party(ies):

Rockwell Collins, Inc., a Delaware Corporation

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Westinghouse Air Brake Company

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1001 Air Brake Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15148

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship DELAWARE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) October 28, 1998

- Assignment
- Security Agreement
- Other CORRECTIVE - SEE ATTACHED
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,599,349

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maria N. Bernier

Internal Address: Reed Smith LLP

Street Address: P.O. Box 488

City: Pittsburgh

State: PA Zip: 15230-0488

Phone Number: 412-288-4272

Fax Number: \_\_\_\_\_

Email Address: mbernier@reedsmith.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/02/2009 MJAMA1 00000003 100582 1599349  
Deposit Account Number 01 EC-0521 18-0582 40.00 DA

Authorized User Name Maria N. Bernier

9. Signature:

Maria N. Bernier  
Signature

October 29, 2009

Date

Maria N. Bernier  
Name of Person Signing

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

4

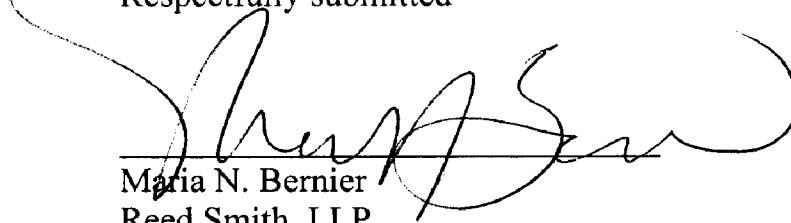
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004097 FRAME: 0609

**REQUEST TO CORRECT RECORDATION OF ASSIGNMENT  
ERRONEOUSLY RECORDED AGAINST REGISTRATION NO. 1,559,349  
(FOR THE MARK BLACK DOG) PURSUANT TO 37 C.F.R. § 3.34**

- Due to a typographical error on the Trademark Recordation Cover Sheet at Reel: 1886 Frame: 0353, an assignment was erroneously recorded against Registration No. 1,559,349 (for the mark "BLACK DOG"). Original Trademark Recordation Cover Sheet is attached as Attachment 1.
- When the original Recordation Cover Sheet is compared to the Assignment document to which it pertains (Assignment Document is attached as Attachment 2), it is clear that the assignment should have been recorded against Registration No. 1,599,349 (for the mark CROSSING GUARD) and that Registration No. 1,559,349 (for the mark BLACK DOG) listed on the original Recordation Cover Sheet was the result of a typographical error.
- On October 29, 2009 a corrected Trademark Recordation Cover Sheet was submitted, which correctly identified Registration No. 1,599,349 as the trademark property against which the assignment is to be recorded but incorrectly identified the nature of the conveyance as "Assignment".
- In response to the Notice of Non-Recordation of Document dated November 4, 2009 (the "Notice"), provided herewith is the revised Trademark Recordation Cover Sheet Document No. 103579413 identifying the nature of conveyance to be "CORRECTIVE" as required by the Notice. The revised Trademark Recordation Cover Sheet is being submitted within 30 days from the date of the Notice.
- We further request that the erroneous recordation of assignment against Registration No. 1,559,349 (for the mark BLACK DOG) be removed from the USPTO Assignment Records.
- The Commissioner is hereby authorized to charge Deposit Account Number 18-0582 for the \$40.00 recordation fee and any additional fees necessary to effect correction of the subject recordation of assignment.

Respectfully submitted



Maria N. Bernier  
Reed Smith, LLP  
225 Fifth Avenue  
Pittsburgh, PA 15222  
412.288.4272

Dated: November 12, 2009

04-22-1999

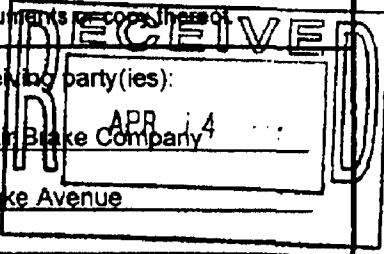


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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents for copies of



1. Name of conveying party(ies):  
Rockwell Collins, Inc., a Delaware Corporation

Individual                       Association  
 General Partnership           Limited Partnership  
 Corporation-State  
 Other: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Westinghouse Air Brake Company  
 Address: 1001 Air Brake Avenue  
 City: Pittsburgh State: PA Zip: 15148

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement           Change of Name  
 Other \_\_\_\_\_

Execution Date: October 28, 1998

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached?  Yes  No

66/17/17

4. Application number(s) or patent number(s)  
 A. Trademark Application No(s).  
 Additional numbers attached?  Yes  No

B. Trademark Registration No(s).  
1,599,350; 1,598,331 and 1,559,349

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond A. Miller  
REED SMITH SHAW & McCLAY LLP  
 Address: P.O. Box 488  
 City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6)): \$ 90.00

Enclosed  
 Authorized to be charged to deposit account  
 Charge any deficiency to deposit account

8. Deposit account number:  
18-0582

(Attach duplicate copy of this page if paying by deposit account)

04/28/1999 DNGUYEN 00600169 1599350  
01 FC:1481  
02 FC:482

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 and copy of the original document.*

[Raymond A. Miller]                      [Signature]                      April 7, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK  
REEL: 1886 FRAME: 0353

PGH18-043809-D1-JLBURTH  
April 7, 1999 11:13 AM

TRADEMARK  
REEL: 004097 FRAME: 0611

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is executed as of the 5th day of October, 1998 by Rockwell Collins, Inc., a Delaware corporation ("Seller"), pursuant to Section 5(b) of the Sale Agreement, dated as of August 7, 1998, as amended by Amendment No. 1 to Sale Agreement, dated as of October 5, 1998 (the "Sale Agreement"), by and between Seller and Westinghouse Air Brake Company, a Delaware corporation ("Buyer"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings assigned to such terms in the Sale Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all the right, title and interest in and to the trademarks listed on Exhibit A hereto, to the extent that such marks have acquired any trademark or service mark status, together with the goodwill of the Business connected with the use thereof and symbolized thereby and the right to sue for past, present or future infringement of the assigned trademarks, for Buyer's own use and enjoyment and for the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made.

It is agreed that the Seller shall be legally bound, upon request of the Buyer, to supply all information and evidence relating to the use or registration of the trademarks listed in Exhibit A, to testify in any legal proceeding relating thereto, to execute all instruments proper to register the trademarks in the United States and foreign countries in the name of the Buyer, and to execute all instruments properly to carry out the intent of this instrument.

Seller makes no representation or warranty hereunder with respect to the trademarks being assigned hereunder other than those set forth in the Sale Agreement. To the extent any provision of this Assignment of Trademarks is inconsistent with the Sale Agreement, the provisions of the Sale Agreement shall control.

TRADEMARK  
REEL: 1886 FRAME: 0354

TRADEMARK  
REEL: 004097 FRAME: 0612

IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks to be executed by its duly authorized officer as of the date first above written.

ROCKWELL COLLINS, INC.

By: Thomas G. Manor  
Name: Thomas G. Manor  
Title: Assistant Secretary

Trademarks, Trade Names and Service Marks

1. Trademark application - TRANSLATOR, serial number 819,061, file number 90103/9005, filed August 14, 1989, trademark registration No. 1,599,350
2. Trademark application - LOCOTEMP, serial number 819,062, file number 90103/9007, filed August 14, 1989, trademark registration No. 1,598,331
3. Trademark application - CROSSING GUARD, serial number 819,060, file number 90103/9006, filed August 14, 1989, trademark registration No. 1,599,349
- 4 Trade names:

VIGILANT	(HIGHWAY CROSSING MONITOR)
GEMINI	(HEAD OF TRAIN MONITOR)
RAILSTAR	(MOBILE COMMUNICATION PACKAGE)
SENTINEL	(LOCOMOTIVE HEALTH MONITOR)
ICM	(INTEGRATED CONDITION MONITOR LOCOMOTIVE HEALTH MONITORING)
ICE	(INTEGRATED CAB ELECTRONICS)
RDR-160	(VHF RADIO)
GTC-500	(DUAL BASE STATION CONTROLLER)
EABS	(ELECTRONIC AIR BRAKE SYSTEM)
FUEL MONITOR	(FUEL GAUGE)
FLANGE LUBRICATOR II	(FLANGE LUBRICATION)
CROSSING GUARD	(HORN SEQUENCER)
LOCO TEMP	(LOCOMOTIVE TEMPERATURE CONTROLLER)
POWER PRO	(LOCOMOTIVE HEALTH MONITOR USERS TERMINAL)
ARES PROTOCOL	(PROPRIETARY SOFTWARE)

RECORDED: 04/14/1999

TRADEMARK  
REEL: 1886 FRAME: 0356

RECORDED: 10/29/2009

TRADEMARK  
REEL: 004097 FRAME: 0614