

**STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1**

JULIUS BLUMBERG, INC. NYC, 10013

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

ABC Rail Products Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

2. Secured Party(ies) and address(es)

Banque Indosuez, New York
Branch, as Collateral Agent
1230 Avenue of the Americas
New York, New York 10023

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

See **Exhibit A** attached hereto.

5. Assignee(s) of Secured Party(ies)
Address(es)

Return To

National Code Corporation
225 W. 34th St., Suite 2110
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Shelby County, AL

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

ABC Rail Products Corporation

Banque Indosuez, New York Branch,
as Collateral Agent

By:  Signature(s) of Debtor(s)

Title

By:  Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Inst # 1994-11940
04/11/1994-11940
03:39 PM CERTIFIED
SHELBY COUNTY CLERK OF PROBATE
010 MCD 24.00

[Intellectual Property Pledge Agreement]

Exhibit A to UCC-1 Financing Statement
identifying ABC Rail Products Corporation
as Debtor and Banque Indosuez, New York
Branch, as collateral agent, as Secured Party

1. Collateral. The items or types of collateral covered by this financing statement are the following, whether now existing or hereafter acquired (the "Pledged Collateral"):

A. Patents issued or assigned to and all patent applications made by Debtor, including, without limitation, the patents and patent applications listed on Schedule A hereto, along with any and all (A) inventions and improvements described and claimed therein, (B) reissues, divisions, continuations, extensions and continuations-in-part thereof, (C) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (D) rights to sue for past, present and future infringements thereof (collectively, the "Patents").

B. Trademarks (including service marks), federal and state trademark registrations and applications made by Debtor, common law trademarks and trade names owned by or assigned to Debtor and all registrations and applications for the foregoing, including, without limitation, the registrations and applications listed on Schedule B hereto, along with any and all (A) renewals thereof, (B) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (C) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks").

C. Copyrights, owned by or assigned to Debtor, including, without limitation, the registrations and applications listed on Schedule C hereto, along with any and all (A) renewals and extensions thereof, (B) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (C) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights").

D. License agreements and covenants not to sue with any other party with respect to any Patent, Trademark, or Copyright listed on Schedule D hereto, along with any and all (A) renewals, extensions, supplements and continuations thereof, (B) income, royalties, damages, claims and payments now and hereafter due and/or payable to Debtor with respect thereto, including, without limitation, damages and payments for past, present or future breaches thereof, (C) rights to sue for past, present and future breaches thereof and (D) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights (collectively, the "Licenses").

E. the entire goodwill of Debtor's business and other general intangibles (including, know-how (including, without limitation, the know-how listed on Schedule E hereto), trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae) connected with the use of and symbolized by the Trademarks of Debtor.

F. all Proceeds (as defined under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "UCC") or under any other relevant law) of any of the foregoing, and in any event, including, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to the Agreement), indemnity, warranty or guarantee payable to Secured Party or to Debtor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting under color of a Governmental Authority), (iii) instruments representing amounts receivable in respect of any Patents, Trademarks or Copyrights, (iv) products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

2. Operative Document. This financing statement relates to a certain intellectual property pledge agreement, as amended by Amendment No. 1 dated as of April 7, 1994 (the "Agreement") between Debtor and Secured Party, as amended from time to time.

Schedule A

1. U.S. Patent Registrations:

<u>Patent No.</u>	<u>Issue</u>	<u>Title</u>
4824015	04/25/89	Rail brace
4938438	07/03/90	Switch stand
5104041	04/14/92	Rail brace
5176318	01/05/93	Guard rail assembly
5236125	08/17/93	Guard rail assembly
5238186	08/24/93	Guard rail assembly
4770342	09/13/88	Adjustable rail brace
4738418	04/19/88	Adjustable switch point guard
3998573	12/21/76	The manufacture of friction elements 70168 BR & IT (only owned by ABEX)
3899054	08/12/75	Disc brakes with cooling rods
3893643	07/08/75	Shock protected railway crossing
3995722	12/07/76	Fail-safe disc brake having a slack adjuster mechanism
4034677	07/12/77	Railroad classification yards
4005839	02/01/77	Railroad turnouts
4020928	05/03/77	Railroad brake shoes
4027595	06/07/77	Hydraulic apparatus
4113621	09/12/78	Hydraulic apparatus
4083436	04/11/78	Pump for hydraulic brake actuator
4145164	03/20/79	Pump for hydraulic brake actuator

4032197	06/28/77	Slip/slide detector control circuit
4023658	05/17/77	Detachable wear pad for the third rail shoe on an electric railway car
4217255	08/12/80	Composition railroad friction material
4079323	03/14/78	Analog to digital conversion circuit for wheel sensor
4070560	01/24/78	Transit zone monitor circuit
4098374	07/04/78	Railroad classification yard
4177837	12/11/78	Accumulators
4352416	10/05/82	Iron railroad brake shoes
4346785	08/31/82	Rail lubricator
4153305	05/08/79	Railroad air brake systems
4296707	10/27/81	Railroad car hand brake signal device
4102443	07/25/78	Disc mounting ring
4081162	03/28/78	Railroad frogs
4245719	01/20/81	Railroad lubricators
4346751	08/31/82	Foundry molds
4114844	09/19/78	Tongue switch for rail installations
4409902	10/18/83	Improvements in spike drivers (Abandoned)
4428552	01/31/84	Railroad switch machine (Abandoned)
4251042	02/17/81	Railway double tongue switch

4362282	12/07/82	Railroad frog
4342593	08/03/82	Improvements in castings
4386469	06/07/83	Railroad car wheel gauge
4501347	02/26/85	Segmented disc brake pad
4637578	01/20/87	Railroad frog having movable wing rails
4624428	11/25/86	Spring rail frog

2. Pending Applications for U.S. Patents:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
781394	10/23/91	Rail brace
523079	05/14/90	Railroad switch machine
806377	12/13/91	Low impact manganese frog
881667	05/12/92	Guard rail shock absorber
Unavailable	Unavailable	Hydraulic switch stand
Unavailable	Unavailable	Reversible wing frog
Unavailable	Unavailable	Counter-balanced hand lever
Unavailable	Unavailable	Moveable point frog
Unavailable	Unavailable	Switch stand hand lever with hand & foot receptacles
Unavailable	Unavailable	Racor self supporting frog
Unavailable	Unavailable	Improved railroad switch stand
Unavailable	Unavailable	Railroad switch stand

3. Pending Applications for U.S. Patents in which Debtor has
a partial legal interest:

None.

Schedule B

1. U.S. Trademark Registrations:

<u>Req. No.</u>	<u>Date</u>	<u>Mark</u>
1509921	10/25/88	ABC Rail
1510876	11/01/88	ABC Rail
1510875	11/01/88	ABC Rail
633896	09/04/56	Comet
74793	08/10/09	Diamond S
405142	01/11/44	Diamond S
1006266	03/11/75	Hydra-Cell
719136	08/01/61	Lockey
169851	06/03/23	Racor
173737	10/02/23	Racor
422784	08/13/46	Racor
583352	12/08/53	Racor
423512	09/03/46	Racor (in diamond)
682840	08/04/59	Racor (in diamond)
706620	11/01/60	Racor (in diamond)
721875	09/26/61	S
740527	11/13/62	S (in circle)
288568	11/03/31	Samson
974281	12/04/73	Samson

<u>Req. No.</u>	<u>Date</u>	<u>Mark</u>
1004189	02/11/75	Security
343135	02/09/37	Southern
1108543	12/12/78	Tiger
747472	04/02/63	Trackmang

Schedule C

U.S. Copyright Registrations:

None.

Schedule D

Proprietary Rights for which Debtor has a license from a third party:

None.

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Schedule E

Know-how:

None.

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