

11-10-1999

Form PTO-159a
1-92



101197424

SHEET
LYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission

e attached original documents or copy thereof.

1. Name of conveying party(ies):

Pacer International, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Tennessee
☐ Other:

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other:

Execution Date: May 28, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

NOV

Name: Bankers Trust CompanyInternal Address: One Bankers Trust PlazaStreet Address: 130 Liberty StreetCity: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation- New York
☐ 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

Trademark Registration No.(s)\

1,766,252

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian Jaenicke, Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(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.*Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK
REEL: 001986 FRAME: 0753

ASSIGNMENT OF SECURITY INTEREST
IN CERTAIN PATENTS AND TRADEMARKS

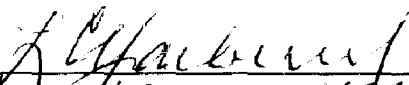
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Pacer International, Inc., a Tennessee corporation ("the Assignor") with principal offices at 3746 Mount Diablo Boulevard, Suite 110, Lafayette, California, hereby assigns and grants to Bankers Trust Company, as Collateral Agent (the "Assignee") with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of May 28, 1999, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 28, 1999 (as amended, amended and restated, modified and/or supplemented from time to time, the "Security Agreement").

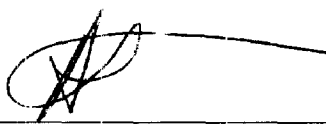
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 28th day of May, 1999.

PACER INTERNATIONAL, INC.
as Assignor,

By: 
Name: LAWRENCE J. BARBARY
Title: EVP & CFO

BANKERS TRUST CORPORATION
as Collateral Agent, as Assignee

By: 
Name:
Title: **ANTHONY LoGRIPPO**
PRINCIPAL

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 28th day of May, 1999, before me personally came L.P. Henry
who, being by me duly sworn, did state as follows: that [s]he is Exec. V.P. of
Free International Inc. that [s]he is authorized to execute the foregoing Assignment on
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.

Virginia P. Kissane
Notary Public

VIRGINIA P. KISSANE
Notary Public, State of New York
No. 01KI4921198
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 2/22/2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of May, 1999, before me personally came Anthony Lo Grippo
who, being by me duly sworn, did state as follows: that [s]he is Principal of BANKERS
TRUST COMPANY, that [s]he is authorized to execute the foregoing Assignment on behalf of
said corporation and that [s]he did so by authority of said corporation.

Virginia P. Kissane
Notary Public

VIRGINIA P. KISSANE
Notary Public, State of New York
No. 01KI4921198
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 2/22/2000

TRADEMARK REGISTRATION

MARK

REG. NO.

REG. DATE

PACER

1,766,252

April 20, 1993