

04-27-2001

Form PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101694503

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **MRD**
4.16.01
Rail Van LLC

Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State:
 Other: Ohio Limited Liability Company

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

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

Name: Bankers Trust Company
Internal Address: One Bankers Trust Plaza
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006 **APR 16 2001**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-
 Other - Collateral Agent

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: December 22, 2000

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

2,251,343

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

Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: 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)

04/25/2001 GTON11 00000347 2251343
01 FC:481 40.00 OP

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

Brian T. Jaenicke **4/12/01**
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.

RAIL VAN LLC

**Assignment Of Security Interest
In Certain Patents And Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Rail Van LLC, an Ohio limited liability company (the "Assignor") with principal offices at 400 W. Wilson Bridge Road, Worthington, Ohio 43085, 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 Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

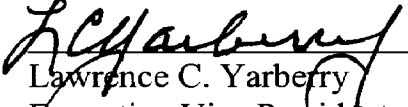
THIS ASSIGNMENT, effective as of December ^{22nd}, 2000, is made to secure the satisfactory performance and payment of all the Assignor's Obligations, as such term is defined in the Security Agreement, among the Assignor, the other assignors from time to time party thereto and the Assignee (as amended, 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.

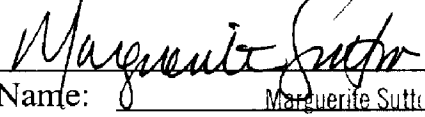
* * * * *

the 22nd day of December, 2000. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

RAIL VAN LLC,
as Assignor

By: 
Lawrence C. Yarberry
Executive Vice President and
Chief Financial Officer

BANKERS TRUST COMPANY,
as Collateral Agent, as Assignee

By: 
Name: Marguerite Sutti
Title: Vice President

STATE OF California)
) ss.:
COUNTY OF Contra Costa



On this 20 day of December, 2000, before me personally came Lawrence C. Yarberry who, being by me duly sworn, did state as follows: that he is the Executive Vice President and Chief Financial Officer of Rail Van LLC, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Managers of said corporation.

Hilary Anne Young
Notary Public

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"Rail Van Global Logistics"	2,251,343	June 8, 1999

JAX1 #584088 v2