

05-29-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE



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

Tab settings

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

1. Name of conveying party(ies):

RAILAMERICA, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: MAY 23, 2002

2. Name and address of receiving party(ies)

Name: THE BANK OF NOVA SCOTIA

Internal

Address:

Street Address: 600 PEACHTREE ST, SUITE 2700

City: BOCA RATON State: FL Zip: 33487

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other BANK

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,124,976

Additional number(s) attached Yes No

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

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved:

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jackie Lee

Name of Person Signing

Jackie Lee

Signature

5-23-02

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002514 FRAME: 0852

EXHIBIT D
to Security Agreement

TRADEMARK SECURITY AGREEMENT
(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)

WHEREAS, RAILAMERICA, INC., a Delaware corporation (herein referred to as the "**Domestic Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, RAILAMERICA, INC., a Delaware corporation ("**Holdings**"), PALM BEACH RAIL HOLDING, INC., a wholly owned Subsidiary of Holdings ("**Intermediate Holdings**"), RAILAMERICA TRANSPORTATION CORP., a wholly owned Subsidiary of Intermediate Holdings (the "**Company**"), RAILINK, LTD., and the other Borrowers thereto, the Lenders party thereto, MORGAN STANLEY SENIOR FUNDING, INC. and UBS AG, STAMFORD BRANCH, as Joint Lead Arrangers and Bookrunners, MORGAN STANLEY SENIOR FUNDING, INC., as the syndication agent for the Lenders, UBS AG, STAMFORD BRANCH, as administrative agent for the Lenders, THE BANK OF NOVA SCOTIA and CREDIT LYONNAISE NEW YORK BRANCH, as co-documentation agents for the Lenders and THE BANK OF NOVA SCOTIA, as collateral agent (in such capacity, the "**Collateral Agent**") for the Lenders, are parties to a Credit Agreement dated as of May 23, 2002 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a U.S. Guarantee and Security Agreement dated as of May 23, 2002 (as amended and/or supplemented from time to time, the "**Security Agreement**") among Holdings, Intermediate Holdings, the Borrower, the Domestic Subsidiary Guarantors party thereto and The Bank of Nova Scotia, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other U.S. Security Documents (including this Trademark Security Agreement), the Domestic Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Domestic Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Domestic Lien Grantor, including all right, title and interest of the Domestic Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Domestic Lien Grantor grants to the Grantee, to secure the Domestic Lien Grantor's Secured Guarantee, a continuing security interest in all of the Domestic Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Domestic Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Domestic Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Domestic Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Domestic Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Domestic Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Domestic Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Domestic Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Domestic Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Domestic Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Domestic Lien Grantor to the Grantee pursuant to the Security Agreement. The Domestic Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Domestic Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22 day of May, 2002.

RAILAMERICA, INC.

By: _____



Name: John T. White

Title: Vice President, Assistant Secretary and
General Counsel

Acknowledged:

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Domestic Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of May, 2002.

RAILAMERICA, INC.

By: _____
Name: John T. White
Title: Vice President, Assistant Secretary and
General Counsel

Acknowledged:

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By: W E Zarrett
Name: William E. Zarrett
Title: Managing Director

Schedule 1
to Trademark
Security Agreement

RAILAMERICA, INC.

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RailAmerica	2,124,976	December 30, 1997

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
N/A		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
N/A			