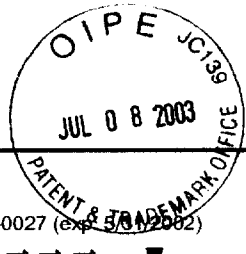


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 3/31/2002)

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

CSX Corporation Virginia Corporation

- 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: 04/24/03

2. Name and address of receiving party(ies)

Name: CSX Transportation, Inc.

Internal Address: J150

Street Address: 500 Water Street

City: Jacksonville State: FL Zip: 32202

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,543,728;

2,475,447; 2,364,124; 2,445,440

Additional number(s) attached Yes No

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

Name: Karen Koster Burr

Internal Address: Atlantic Beach Law, P.A.

Street Address: P.O. Box 330630

City: Atlantic Beach State: FL Zip: 32233-0630

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501437

DO NOT USE THIS SPACE

9. Signature.

Karen Koster Burr, Esq.

Name of Person Signing

Signature (handwritten)

May 12, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

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

07/10/2003 ECOOPER 00000107 501437 2543728

01 FC:8521 40.00 DA 02 FC:8522 100.00 DA

TRADEMARK REEL: 002775 FRAME: 0740

Recordation Cover Sheet

Question 4.B., Continued.

Reg. No. 2,701,602.

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between CSX Corporation, a Virginia corporation ("CSX" or "Assignor"), with principal offices located at 901 East Cary Street, Richmond, Virginia 23219, and its wholly owned subsidiary CSX Transportation, Inc., "CSXT" or "Assignee"), a Virginia corporation with offices located at 500 Water Street, Jacksonville, Florida 32202, United States of America.

WITNESSETH:

WHEREAS, Assignor desires to facilitate registration of trademarks among its related companies; and

WHEREAS, assignment of certain marks to Assignee will meet Assignor's objective:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

TERMS AND CONDITIONS:

Section 1 – Recitals: The above identification of parties and recitals is true and correct.

Section 2 – Assignment: Assignor hereby conveys, assigns and transfers to Assignee all rights, title and interests in and to the service marks listed in Exhibit A (the "Marks"), worldwide, subject to any Limited Licenses in force pertaining to the Marks, and all registrations and renewals issued and to be issued in relation to these Marks, and all Licenses pertaining to these Marks.

Section 3 – Consideration: In consideration of Assignor's transfer of the rights in these Marks as a contribution of capital to Assignee, Assignee will ensure payment of all future fees associated with obtaining and maintaining the registrations for the Marks.

Section 4 – Warranty of Title: Assignor represents and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given to another party.

Section 5 – No other Warranty: Except as otherwise provided in Section 4, the Assignee accepts this assignment "as is" and without any representation or warranty, express or implied, including without limitation any warranty or the registerability of pending marks, or any warranty that the use of the Marks will not infringe or violate any patent or other intellectual property rights of any third party.

Section 6 – Indemnification of Assignor: Assignee agrees to indemnify and hold Assignor and its successors and assigns, harmless against any liability, damage or expense (including costs and attorneys' fees and expenses) by reason or arising out of or relating to any act, duties or obligations or omissions of the Assignee or of any personnel employed or otherwise engaged by the Assignee, howsoever arising and that Assignee shall, at the request of the Assignor, assume the defense of any demand, claim, action, suit or proceeding brought against the Assignor in any way connected to the Marks or the Applications or any enhancements hereafter thereto and pay any and all damages assessed against or that are payable by the Assignor as a result of disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, the Assignor may be represented at any such action suit or proceeding at its own expense and by its own legal counsel.

Section 7 – Cooperation: Assignor shall promptly provide all assistance, cooperation, and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce and/or defend any applications or registrations pertaining to the Marks.

Section 8 – Governing Law: This Agreement shall be governed by the laws of the United States of America and the State of Florida with the exception of conflicting conflicts of law provisions and venue shall be Duval County, Florida.

Section 9 – Effective Date: The term "Effective Date" shall mean April 1, 2003.

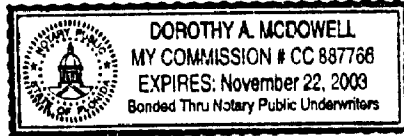
IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Assignor: CSX Corporation

Stephen R. Larson
Signature

By: Stephen R. Larson
April 24, 2003
Date

Before me personally appeared Assignor, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.



Dorothy A. McDowell
Notary Public

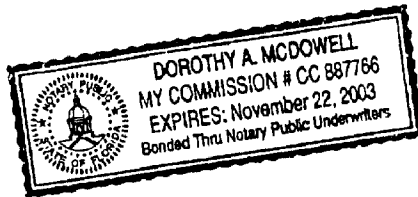
Assignee: CSX Transportation, Inc.

Rachel E. Beiersbach
Signature

By: Rachel E. Beiersbach
Corporate Secretary
Title

April 24, 2003
Date

Before me personally appeared the individual signing on behalf of Assignee, known to me or proved to me on the basis of satisfactory evidence to be the person who represents the Assignee subscribed to in this Agreement, and acknowledged that he/she executed the same.



Dorothy A. McDowell
Notary Public

The Marks
CSX Corporation

<u>Registration/Application Number</u>	<u>Mark</u>
TMA552510 Canada Registration	CSX Transportation
002264901 CTM Application	CSX
TMA548573 Canada Registration	CSX
2,543,728 USPTO	CSX
2,475,447 USPTO	CSX
2,364,124 USPTO	CSX Corporation
2,445,440 USPTO	The CSX Scholars Program...
2,701,602 USPTO	CSX DirectInvest