

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSX Corporation		04/24/2003	CORPORATION: VIRGINIA

RECEIVING PARTY DATA	
Name:	CSX Transportation, Inc.
Street Address:	500 Water Street
Internal Address:	J 150
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32202
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2543728	CSX
Registration Number:	2475447	CSX
Registration Number:	2364124	CSX CORPORATION
Registration Number:	2445440	THE CSX SCHOLARS PROGRAM AN ENVIRONMENT FOR GROWTH
Registration Number:	2701602	CSX DIRECTINVEST

CORRESPONDENCE DATA	
Fax Number:	(904)242-0175
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9042429531
Email:	k kb@atlanticbeachlaw.com
Correspondent Name:	Atlantic Beach Law, P.A.
Address Line 1:	P.O. Box 330630
Address Line 4:	Atlantic Beach, FLORIDA 32233

NAME OF SUBMITTER:	Karen Koster Burr
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CH \$140.00 2543728

Total Attachments: 3
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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.

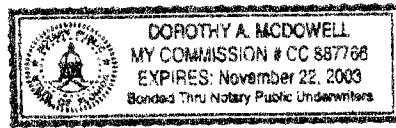
Assignor: CSX Corporation

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.

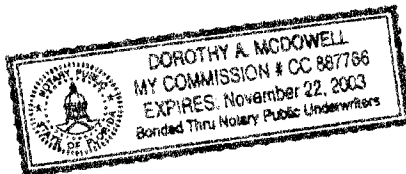
Rachel E. Beiersbach
Signature

Rachel E. Beiersbach

By: 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
78/072,905 PTO Application	CSX Lines via assignment
491,292 Mexico	CSX