

08-27-2003

Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102535527

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

1. Name of conveying party(ies):

Pacer International, Inc.

☐ Individuals☐ General Partnership☐ Association☐ Limited Partnership☒ Corporation - Tennessee☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: June 10, 2003

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

A. Trademark Application No.(s)

76/245954

76/506482

76/506484

73/541461

76/506483

76/506481

Additional numbers attached? ☐ Yes ☒ No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

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

Name: Deutsche Bank Trust Company Americas

Internal Address: 60 Wall Street

Street Address:

City: New York State: New York Zip Code: 10005

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

Trademark Registration No.(s)

OFFICE OF PUBLIC RECORDS
2003 AUG 22 AM 10:44
FINANCE SECTION

6. Total number of applications and registrations involved

6

7. Total fee (37 CFR 3.41): \$ 165.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

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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.

Helen Bruno

Name of Person Signing

Signature

August 22, 2003

Date

Total number of pages comprising cover sheet:

7

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

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

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.

08/26/2003 ECUOPER 00000183 76245954

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TRADEMARK
FILED 002812 FRAME: 0061

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PACER INTERNATIONAL, INC., a Tennessee corporation (the "Grantor") with principal offices at 2300 Clayton Road, Concord, CA, 94520, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY, 10005, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States 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) and products 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.

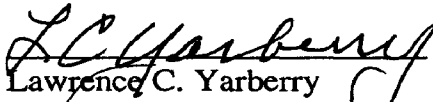
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 10, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
10th day of June, 2003.

PACER INTERNATIONAL, INC., Grantor

By: 
Lawrence C. Yarberry
Executive Vice President

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee


By: _____
Name: Marguerite Sutton
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
10th day of June, 2003.

PACER INTERNATIONAL, INC., Grantor

By _____
Name:
Title:

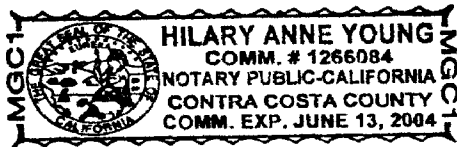
DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By: 
Name: Marguerite Sutton
Title: Vice President

STATE OF CALIFORNIA)
) ss.:
COUNTY OF CONTRA COSTA)

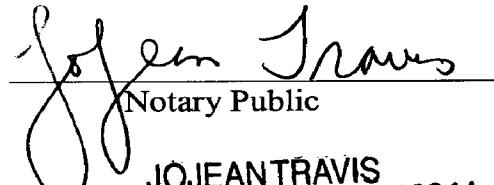
On this 9th day of June , 2003, before me personally came Lawrence C. Yarberry who, being by me duly sworn, did state as follows: that he is Executive Vice President of Pacer International, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Hilary Anne Young
Notary Public



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

On this 15th day of June, 2003, before me personally came Marguerite Sutton who, being by me duly sworn, did state as follows: that she is Vice President of DEUTSCHE BANK TRUST COMPANY AMERICAS, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.



Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

SCHEDULE A

Marks and Applications:

Mark	Country	Reg./App. No.	Reg./App. Date
✓ PACER GLOBAL LOGISTICS	U.S.	Reg. No. 76-245954	December 17, 2002
✓ STACKTRAIN	U.S.	App. No. 76-506484	April 14, 2003
✓ PACER INTERNATIONAL	U.S.	App. No. 76-506483	April 14, 2003
✓ Pacer DESIGN "P"	U.S.	App. No. 76-506482	April 14, 2003
→ PACER (transportation by truck)	U.S.	Reg. No. 73-541461	February 4, 1986
✓ PACER (including transportation by train, boat and air)	U.S.	App. No. 76-506481	April 14, 2003