

**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 Intermodal, Inc.		05/25/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CSXT Intellectual Properties Corporation
Street Address:	500 Water Street
Internal Address:	J150
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78111332	CSX INTERMODAL
Serial Number:	78132739	CSX TRUCKING
Serial Number:	78111344	CSXI

CORRESPONDENCE DATA

Fax Number: (904)242-0175  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 9042429531  
 Email: kkb@atlanticbeachlaw.com  
 Correspondent Name: Karen Koster Burr  
 Address Line 1: P.O. Box 330630  
 Address Line 4: Atlantic Beach, FLORIDA 32233-0630

ATTORNEY DOCKET NUMBER:	CSX INTERMODAL ASSIGNMENT
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NAME OF SUBMITTER:	Karen Koster Burr
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Total Attachments: 3

**900009722**

**TRADEMARK  
 REEL: 002883 FRAME: 0012**

OP \$90.00 78111332

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between CSX Intermodal, Inc., a Delaware corporation ("CSXI" or "Assignor"), with principal offices located at 301 West Bay Street, Jacksonville, Florida, and CSXT Intellectual Properties Corporation ("CSXTIP" or "Assignee"), a Delaware corporation with offices located at 500 Water Street, Jacksonville, Florida 32202, United States of America.

### **WITNESSETH:**

WHEREAS, Assignor desires to facilitate registration of its trademarks; 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, Assignee will pay Assignor \$1000 per Mark

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.

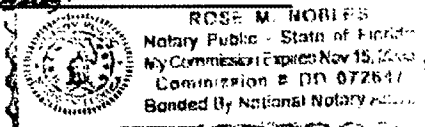
IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Assignor: CSX Intermodal, Inc.

William Clement  
Signature

By: William Clement  
Date: April 5, 2004

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.

Rose M. Nobles  
Notary Public  


Assignee: ~~CSX~~Intellectual Properties Corp.

Donna W. Melton  
Signature

Donna W. Melton  
By:

Vice-President & Corporate Secretary  
Title

May 25, 2004  
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.

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Notary Public

**Exhibit A**

**The Marks**  
**CSX Intermodal**

<b>Registration/Application Number</b>	<b>Mark</b>
USPTO App. No. 78111332	CSX INTERMODAL
USPTO App. No. 78132739	CSX TRUCKING
USPTO App. No. 78111344	CSXI