

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland PLC, as the First Lien Collateral Agent		11/23/2004	public limited company: UNITED KINGDOM
GMAC Commercial Finance LLC, as the Second Lien Collateral Agent		11/23/2004	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Meridian Rail Acquisition Corp.		
Street Address:	1200 Corporate Drive		
Internal Address:	Suite 450		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2751183	MERIDIANRAIL	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.3752RSIIPTMERIDJES		

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NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	12/05/2006
Total Attachments: 6 source=Release of Security Interest in IP Collateral#page1.tif source=Release of Security Interest in IP Collateral#page2.tif source=Release of Security Interest in IP Collateral#page3.tif source=Release of Security Interest in IP Collateral#page4.tif source=Release of Security Interest in IP Collateral#page5.tif source=Release of Security Interest in IP Collateral#page6.tif	

RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "*Release*"), dated as of November 7, 2006, is made by THE ROYAL BANK OF SCOTLAND PLC as the first lien collateral agent (the "*First Lien Collateral Agent*") and GMAC COMMERCIAL FINANCE LLC as the second lien collateral agent (the "*Second Lien Collateral Agent*", together with the First Lien Collateral Agent, the "*Collateral Agents*") under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, MERIDIAN RAIL ACQUISITION CORP., a Delaware corporation ("*Company*") and the Collateral Agents entered into that certain CREDIT AND GUARANTY AGREEMENT, dated as of November 23, 2004, by and among MERIDIAN RAIL ACQUISITION CORP., a Delaware corporation ("*Company*"), MERIDIAN RAIL HOLDINGS CORP., a Delaware corporation, CERTAIN SUBSIDIARIES OF COMPANY, as Guarantors, the Lenders party thereto from time to time, THE ROYAL BANK OF SCOTLAND PLC ("*RBS*"), as Lead Arranger, Book Running Manager, Administrative Agent, and First Lien Collateral Agent, CIT LENDING SERVICES CORPORATION (acting through one of its affiliates), as Syndication Agent and GMAC COMMERCIAL FINANCE LLC, as Documentation Agent and Second Lien Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Company and certain of the Company's subsidiaries granted security interests in certain intellectual property owned by the Company listed on Annex I and II attached hereto (collectively, the "*Intellectual Property Collateral*"); and

WHEREAS, that certain Trademark Security Agreement, dated as of, November 23, 2004, between Company and the First Lien Collateral Agent was recorded in the U.S. Patent and Trademark Office on November 30, 2004, and on the reel/frame 002982/0195;

WHEREAS, that certain Trademark Security Agreement, dated as of, November 23, 2004, between Company and the Second Lien Collateral Agent was recorded in the U.S. Patent and Trademark Office on December 1, 2004, and on the reel/frame 002983/0392;

WHEREAS, that certain Patent Security Agreement, dated as of, November 23, 2004, between Company and the First Lien Collateral Agent was recorded in the U.S. Patent and Trademark Office on November 30, 2004 and on the reel/frame 015400/0103;

WHEREAS, that certain Patent Security Agreement, dated as of, November 23, 2004, between Company and the Second Lien Collateral Agent was recorded in the U.S. Patent and Trademark Office on December 1, 2004 and on the reel/frame 015400/0810 (collectively the "*Security Agreements*");

NOW THEREFORE, the Collateral Agents hereby **RELEASE**, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreement or any other agreement or document delivered in connection with the Credit Agreement, and the Collateral Agents hereby reassign any and all such right, title and interest (if any) that the Collateral Agents may have in the Intellectual Property Collateral to the Company.

The Collateral Agents agree, at the Company's expense, to cooperate with the Company and its Subsidiaries and to provide the Company and its Subsidiaries with the information and additional

authorization reasonably required or desirable to effect the release of the Collateral Agents' security interest in the released collateral described herein.

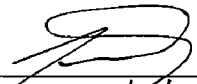
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TRADEMARK
REEL: 003438 FRAME: 0358

IN WITNESS WHEREOF, the Collateral Agents have executed this Release as of the date first above written.

Very truly yours,

THE ROYAL BANK OF SCOTLAND PLC, as
First Lien Collateral Agent, Sole Lead Arranger,
Sole Book Running Manager, Administrative
Agent, and a Lender

By: 
Name: Jose A. Rosado
Title: Vice President

GMAC Commercial Finance LLC, as
Documentation Agent, Second Lien Collateral
Agent, and a Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Collateral Agents have executed this Release as of the date first above written.

Very truly yours,

THE ROYAL BANK OF SCOTLAND PLC, as
First Lien Collateral Agent, Sole Lead Arranger,
Sole Book Running Manager, Administrative
Agent, and a Lender

By: _____

Name: _____

Title: _____

GMAC Commercial Finance LLC, as
Documentation Agent, Second Lien Collateral
Agent, and a Lender

By: _____

Name: DIANA L. GUZZO

Title: DIRECTOR

Annex I
Trademark Collateral

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
Meridianrail	U.S.	2,751,183	February 4, 2002

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Annex II
Patent Collateral

Patent	Country	Reg. No. (Patent No.)	Reg. Date (App. Date)
Adjustable Side Bearing for a Railcar	U.S.	6,581,527	September 6, 2001
Method and Apparatus for Containing and Suppressing Explosive Detonations	U.S.	5,884,569	March 24, 1997
Method and Apparatus for Containing and Suppressing Explosive Detonations	U.S.	6,173,662	November 12, 1998
Method and Apparatus for the Destruction of Suspected Terrorist Weapons by Detonation in a Contained Environment	U.S.	6,354,181	December 9, 1999
Lightweight Emergency Knuckle for a Railroad Car Coupler	U.S.	6,129,227	April 22, 1996
Pivot Pin and Retention Clip Assembly for a Railroad Car Coupler	U.S.	6,062,406	March 26, 1998
Lightweight Knuckle for a Railroad Car Coupler	U.S.	5,954,212	January 20, 1998
Railroad Trackwork Intersections	U.S.	5,845,881	August 29, 1997
Method and Apparatus for Containing and Suppressing Explosive Detonations	U.S.	5,613,453	December 29, 1995
Slackless Cushioning Device for Railroad Cars	U.S.	5,593,051	November 14, 1994
Combined Center Plate/Center Filler for Railway Freight Cars	U.S.	4,744,308	February 24, 1987

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