

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennium Rail, Inc.		05/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2295619	MILLENNIUM RAIL	
Registration Number:	2305595	MILLENNIUM RAIL, INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1656420		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

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TRADEMARK
REEL: 003535 FRAME: 0778

Date:

05/04/2007

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 1st day of May, 2007, MILLENNIUM RAIL, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at Three Westbrook Corporate Center, Suite 640, Westchester, Illinois 60154, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL ("*BMO*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

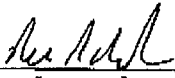
to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of April 30, 2007, by and among Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MILLENNIUM RAIL, INC.

By 
Name: RIK D. BRIEN
Its: EVP - CFO

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MILLENNIUM RAIL, INC.

By

Name: _____

Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as Agent

By

Name: William Thomson

Its: Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION

NAME	SERIAL NO.	REGISTRATION NO.	DATE
Millennium Rail Logo	75530627	2,295,619	August 4, 1998
Millennium Rail, Inc. Name	75504870	2305595	June 18, 1998

TRADEMARK APPLICATIONS

None.

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.