

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jeffboat LLC		04/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	300 N. Meridian St., Suite 1600		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0847768	JEFFBOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)614-7401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-614-7400		
<b>Email:</b>	agarcia@orrick.com, ipprosecution@orrick.com		
<b>Correspondent Name:</b>	Thomas H. Zellerbach		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1600		
<b>Address Line 2:</b>	IP Prosecution Department		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-2558		
<b>ATTORNEY DOCKET NUMBER:</b>	1696-394		
<b>NAME OF SUBMITTER:</b>	Thomas H. Zellerbach		
<b>Signature:</b>	/tz/		

CH \$40.00 0847768

Date:

05/10/2007

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 27, 2007, is executed by JEFFBOAT LLC, a Delaware limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the Security Trustee and the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of April 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Commercial Lines LLC, Jeffboat LLC, ACL Transportation Services LLC (formerly known as Louisiana Dock Company LLC), the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of April 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Security Trustee, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Security Trustee, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
300 N. Meridian St., Suite 1600  
Indianapolis, IN 46204  
Attention: James M. Stehlik, Vice President  
Tel. No. (317) 977-1115  
Fax No. (317) 977-1118

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

JEFFBOAT LLC,  
a Delaware limited liability company

By:                     *C.A. Black*                      
Christopher A. Black  
Senior Vice President/Chief Financial Officer

(Signature Page to Grant of Security Interest – Trademarks)

BDD01 4740408v1

**TRADEMARK**  
**REEL: 003540 FRAME: 0345**

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

**FRANCES A PARRELLA**  
**NOTARY PUBLIC STATE OF INDIANA**  
**CLARK COUNTY**  
**MY COMMISSION EXP. OCT. 27, 2007**

On April 14, 2007, before me, \_\_\_\_\_,  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared Christopher A. Black,  
Name of Signer(s)

personally known to me – **OR** –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Frances A Parrella  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer
- \_\_\_\_\_ Title(s)
- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document


\_\_\_\_\_ Signer(s) Other Than Named Above

Signer is Representing:  
Name of Person(s) or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademarks/Service marks:

	Mark	Reg. No.	Reg. Date**	Owner
		847,768	4/16/1968	Jeffboat LLC

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

\_\_\_\_\_ Mark \_\_\_\_\_ Application Date \_\_\_\_\_ Application No. \_\_\_\_\_

None.