

**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>
Railcar Management, LLC		05/30/2007	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Mortgage Capital Inc.		
<b>Street Address:</b>	4 World Financial Center, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2515204	RAILCONNECT	
Registration Number:	2489244	RAILCONNECT.COM	
Registration Number:	2568721	E-RAILTRACE	
Registration Number:	2560723	E-REPAIR	
Registration Number:	3054747	SHIPPERCONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128637194		
<b>Email:</b>	sonya.szot@goldbergekohn.com		
<b>Correspondent Name:</b>	Sonya Szot		
<b>Address Line 1:</b>	55 E. Monroe Street Suite 3300		
<b>Address Line 4:</b>	Chicago, IDAHO 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	5125.151		

OP \$140.00 2515204

NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	06/04/2007
<b>Total Attachments: 5</b> source=TM Agreement#page1.tif source=TM Agreement#page2.tif source=TM Agreement#page3.tif source=TM Agreement#page4.tif source=TM Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of May, 2007, by Railcar Management, LLC, a Georgia limited liability company ("Grantor"), in favor of Merrill Lynch Mortgage Capital Inc., as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Second Lien Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Conflicts with the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement or any other Financing Document and the exercise of any right or remedy by the Administrative Agent hereunder or under any other Financing Document are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, this Agreement and any other Financing Document, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Administrative Agent (and the Lenders) shall be subject to the terms of the Intercreditor Agreement, and until the First Lien Paid in Full Date (as defined in the Intercreditor Agreement), (i) no Credit Party shall be required hereunder or under any other Financing Document to take any action that is inconsistent with such Credit Parties' obligations under the First Lien Documents and (ii) any obligation of any Credit Party hereunder or under any other Financing Document with respect to the delivery or control of any Collateral, the obtaining of any agreement governing control over deposit accounts or securities accounts, the novation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent or waiver of any Person shall be deemed to be satisfied if the Credit Party complies with the requirements of the similar provision of the applicable First Lien Document. Until the First Lien Paid in Full Date (as defined in the Intercreditor Agreement), the Administrative Agent may not require any Credit Party to take any action with respect to the creation, perfection or priority of its security interest, whether pursuant to the express terms hereof or of any other Financing Document or pursuant to the further assurances provisions hereof or any other Financing Document, unless the First Lien Agent shall have required such Credit Party to take similar action, and delivery of any Collateral to the First Lien Agent pursuant to the First Lien Documents shall satisfy any delivery requirement hereunder or under any other Financing Document.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RAILCAR MANAGEMENT, LLC

By   
Its Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH MORTGAGE CAPITAL INC.,  
as Administrative Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

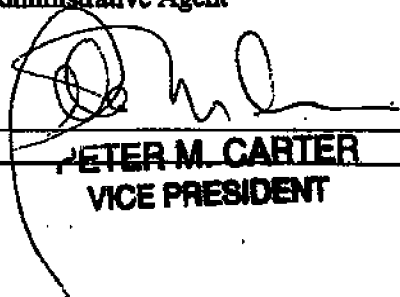
RAILCAR MANAGEMENT, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH MORTGAGE CAPITAL INC.,  
as Administrative Agent

By  
Its



PETER M. CARTER  
VICE PRESIDENT

Schedule 1

**Trademarks**

<u>Name</u>	<u>Registration/ Application No.</u>	<u>Date</u>
Railconnect	2515204	12/04/01
Railconnect.com	2489244	9/11/01
e-Railtrace	2568721	5/7/02
E-Repair	2560723	4/9/02
ShipperConnect	3054747	1/31/06