

**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
10 EAST CORP.		04/09/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MERRILL LYNCH CREDIT PRODUCTS, LLC, as Administrative Agent and as successor in interest to Merrill Lynch Mortgage Capital Inc.
Street Address:	4 World Financial Center
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	77551260	S
Registration Number:	3559736	BOLT-ON MAPS
Registration Number:	3461638	RAILDOCS
Registration Number:	2512451	RAILDOCS
Serial Number:	77325638	RAILDOCS MOBILE
Serial Number:	77326107	RAILDOCS MOBILE
Registration Number:	3461640	RAILHOUND
Registration Number:	3461641	RAILHOUND
Serial Number:	77551261	STANDARDS GUARDIAN

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 77551260

Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.151
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/13/2009

Total Attachments: 5  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of April 9, 2009, by 10 EAST CORP., a Delaware corporation ("Grantor"), in favor of MERRILL LYNCH CREDIT PRODUCTS, LLC, as Administrative Agent for the Lenders party to the Credit Agreement (defined below) and successor in interest to Merrill Lynch Mortgage Capital Inc. ("Grantee");

WITNESSETH

WHEREAS, Grantor and Railcar Management, LLC, a Georgia limited liability company ("Borrower"), are parties to a certain Second Lien Credit Agreement dated as of May 31, 2007 (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 Borrower by Lenders;

WHEREAS, Borrower acquired all of issued and outstanding equity interests of Grantor pursuant to that certain Stock Purchase Agreement dated as of the date hereof;

WHEREAS, Grantor has guaranteed all of Borrower's obligations under the Credit Agreement pursuant to that certain Joinder to Guaranty dated as of the date hereof (the "Guaranty");

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 Guaranty;

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.

**[Signature page follows]**

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

10 EAST CORP.

By:   
Name: \_\_\_\_\_  
Title:

[RMI Second Lien -- Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003986 FRAME: 0647**

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CREDIT PRODUCTS, LLC, as  
Administrative Agent and as successor in interest to  
Merrill Lynch Mortgage Capital Inc.

By   
Its: Director

[RMI Second Lien - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003986 FRAME: 0648**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u> (Application no. if pending)	<u>Filing/Issue Date</u>
"S" logo	77/551,260	Filed 8/20/2008
BOLT-ON MAPS	3,559,736	Pending Filed 11/9/2007
RAILDOCS	3,461,638	Reg: 1/13/2009 Filed 11/9/2007
RAILDOCS (and Design)	2,512,451	Reg: 7/8/2008 Filed 12/8/2000 Reg: 11/27/2001 Renewed:8/20/2007
RAILDOCS MOBILE	77/325,638	Filed 11/9/2007
RAILDOCS MOBILE (and Design)	77/326,107	Pending Filed 11/9/2007
RAILHOUND	3,461,640	Pending Filed 11/9/2007
RAILHOUND (and Design)	3,461,641	Reg: 7/8/2008 Filed 11/9/2007
STANDARDS GUARDIAN	77/551,261	Reg: 7/8/2008 Filed 8/20/2008 Pending