

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
IFCO Systems North America, Inc.		06/12/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2757551	PALTRAX
Registration Number:	2896303	INXCHANGE
Registration Number:	2916558	IFCO SYSTEMS
Registration Number:	2900130	I IFCO SYSTEMS
Registration Number:	3363300	IFCO RPC PALLET SYSTEMS
Registration Number:	3216977	IFCO RPC'S DELIVER SUPERIOR QUALITY PRODUCE
Registration Number:	3163875	CRATETRAX
Registration Number:	3160608	RPCTRAX
Registration Number:	3054640	IFCOTRAX
Registration Number:	3354921	FOR YOUR GOODS, ONLY THE BEST

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-408-3121 x 2348

CH \$265.00 2757551

Email: tnuckolls@cscinfo.com
Correspondent Name: Jean Paterson
Address Line 1: 1090 Vermont Avenue, NW
Address Line 2: Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	039580-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	06/17/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 12, 2009, by IFCO SYSTEMS NORTH AMERICA, INC. (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Collateral Agreement, dated as of June 12, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Initial Purchaser and the Holders of the Notes to purchase the Notes, the Grantor hereby agrees with the Collateral Agent, for its own benefit, the benefit of the Trustee and the ratable benefit of the Holders of the Notes, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for its own benefit, the benefit of the Trustee and the ratable benefit of the Holders of the Notes, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent and the Grantor shall otherwise agree.

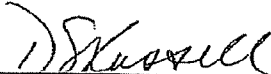
SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent obligations not then due) and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

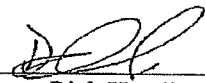
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IFCO SYSTEMS NORTH AMERICA, INC., the
Grantor

By: 
Name: David Russell
Title: President

By: 
Name: Rich Hamlin
Title: Vice President and Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004006 FRAME: 0668

Accepted and Agreed:

DEUSTCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Wanda Camacho
Name: Wanda Camacho
Title: Vice President

By: Anne Jaghspanyan
Name: Anne Jaghspanyan
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Owner	Registration Number	Registration Date
PALTRAX	IFCO Systems North America, Inc.	2757551	August 26, 2003
INXCHANGE	IFCO Systems North America, Inc.	2896303	October 19, 2004
IFCO SYSTEMS (and design)	IFCO Systems North America, Inc.	2916558	January 4, 2005
I IFCO SYSTEMS (and design)	IFCO Systems North America, Inc.	2900130	November 2, 2004
IFCO RPC PALLET SYSTEMS (and design)	IFCO Systems North America, Inc.	3363300	January 1, 2008
IFCO RPC'S DELIVER SUPERIOR QUALITY PRODUCE	IFCO Systems North America, Inc.	3216977	March 13, 2007
CRATETRAX	IFCO Systems North America, Inc.	3163875	October 24, 2006
RPCTRAX	IFCO Systems North America, Inc.	3160608	October 17, 2006
IFCOTRAX	IFCO Systems North America, Inc.	3054640	January 31, 2006
FOR YOUR GOODS, ONLY THE BEST	IFCO Systems North America, Inc.	3354921	December 18, 2007

Trademark Applications

TRADEMARK	OWNER	APPLICATION NUMBER	APPLICATION DATE
None.			

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None.		