# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| ACL Transportation Services LLC | | 07/07/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| American Commercial Lines LLC | | 07/07/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| Jeffboat LLC | | 07/07/2009 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | The Bank of New York Mellon Trust Company, N.A., as Collateral Agent |
| Street Address: | 2 North LaSalle Street |
| Internal Address: | Suite 1020 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60602 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1607666 | |
| Registration Number: | 2316045 | |
| Registration Number: | 1553260 | LOUISIANA DOCK |
| Registration Number: | 2332621 | LOUISIANA DOCK |
| Registration Number: | 1643903 | ACT |
| Registration Number: | 1741761 | ACBL |
| Registration Number: | 0856237 | ACBL |
| Registration Number: | 1804804 | ACL |
| Registration Number: | 2349631 | A RIVER OF INFORMATION AT YOUR FINGER TIPS |
| Registration Number: | 2329522 | RIVER-TRAC |

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| | | |
|---|---|---|
| Registration Number: | 0847768 | JEFFBOAT |
| Registration Number: | 3221549 | ACL |

CORRESPONDENCE DATA


Fax Number: (202)408-3141

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005


| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 062198 005 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /Jean Paterson/ |
| Date: | 07/09/2009 |

Total Attachments: 19

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# ITEM 1 (cont'd)
# to Trademarks Recordation Form Cover Sheet

## Additional Conveying Parties

| Entity | Jurisdiction of Organization | Type of Entity |
|---|---|---|
| American Commercial Lines LLC | Delaware | LLC |
| Jeffboat LLC | Delaware | LLC |

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 7, 2009 (as this agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), among each of the parties listed on Schedule I hereto (individually, a "Grantor", and collectively, the "Grantors"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent (the "Agent") on behalf of the Secured Parties (as defined below). All capitalized term used herein shall have the respective meanings ascribed to such terms in the Indenture (as defined below) unless otherwise indicated herein.

## RECITALS

WHEREAS, Commercial Barge Line Company (the "Company") is issuing $200,000,000 aggregate principal amount of 12½ % Senior Secured Notes due 2017 (together with any Additional Notes, the "Notes") pursuant to the indenture (the "Indenture") dated as of July 7, 2009 among the Company, the Guarantors and the Bank of New York Mellon Trust Company, N.A., as trustee (together with its successors in such capacity, the "Trustees") on behalf of the holders of the Notes (the "Noteholders").

WHEREAS, from time to time after the date hereof, subject to the terms and conditions of the Indenture and the Notes Documents (as defined in the Security Agreement), Permitted Additional Pari Passu Obligations (including Additional Notes issued under the Indenture) may be incurred, which are pari passu in right of payment to the Notes and secured equally and ratable with the Notes and by the Pledged Collateral in accordance with Section 7.14 of the Security Agreement.

WHEREAS, each Guarantor has, pursuant to the Indenture, among other things, unconditionally guaranteed the obligations of the Company under the Indenture and the Notes and may do so under the terms of Permitted Additional Pari Passu Obligations permitted to be incurred under the Indenture.

WHEREAS, this Agreement is given by each Grantor in favor of the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) to secure the payment and performance of all of the Obligations (as defined in the Security Agreement).

WHEREAS, it is a condition to the issuance of the Notes that each Grantor execute and deliver the applicable Notes Documents (as defined in the Security Agreement), including this Agreement.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of the Agent on behalf of the Secured Parties and for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor does hereby grant, pledge, hypothecate and transfer to the Agent, for the ratable benefit of the

Secured Parties, a security interest in all of such Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks (as defined in the Security Agreement), including, without limitation, each Trademark referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses (as defined in the Security Agreement), including, without limitation, each Trademark License referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademark Licenses subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) and all the goodwill of the business connected with the use of, and symbolized by, the Trademark Licenses; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark referred to in Schedule II hereto, and of any Trademark licensed under any Trademark License, or for injury to goodwill associated with any Trademark or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interest granted to the Agent, for the ratable benefit of the Secured Parties, in the assets of the Grantors as set forth in the Security Agreement. The Grantors do hereby acknowledge and affirm that the rights and remedies of the Agent, with respect to the security interest in the Trademarks and the Trademark Licenses made and granted hereby, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern and control.

Each Grantor acknowledges that, pursuant to Section 4.20 of the Indenture, the American Commercial Lines and its Restricted Subsidiaries may be required to cause a subsequently acquired or organized Restricted Subsidiary to become a party hereto as an additional Grantor (each such Person, an "Additional Grantor") by executing an Instrument of Assumption and Joinder (a "Joinder") substantially in the form attached hereto as Exhibit B. Upon delivery of any such Joinder to the Agent, notice of which is hereby waived by the Grantors, each such Additional Grantor shall be deemed a Grantor hereunder and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be discharged, diminished or otherwise affected (a) by the addition or release of any other Grantor hereunder, (b) any failure by American Commercial Lines, its Restricted Subsidiaries or any Grantor to cause any subsequently acquired or organized Restricted Subsidiary to become an Additional



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Grantor or a Grantor hereunder or (c) by reason of the Agent's or any of the Secured Parties' actions in effecting, or failure to effect, any such Joinder, or in releasing any Grantor hereunder, in each case without the necessity of giving notice to or obtaining the consent of any other Grantor. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.**

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Agent. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or email shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

This Trademark Security Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document contained in any of the other Security Documents.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

In connection with its execution and acting hereunder Agent is entitled to all rights, privileges, protections, benefits immunities and indemnities provided to it as Collateral Agent under the Security Agreement.

**[Remainder of Page Intentionally Left Blank]**



**TRADEMARK**
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IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

**AMERICAN COMMERCIAL LINES LLC**
**ACL TRANSPORTATION SERVICES LLC**
**JEFFBOAT LLC**

By: _____
Name: Dawn R. Landry
Title: Vice President and Secretary

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

Accepted and Agreed to:

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**
as Agent

By: _____
Name: D. G. DONOVAN
Title: VICE PRESIDENT

SCHEDULE I

PARTIES

| | |
|---|---|
| ACL Transportation Services LLC | Delaware |
| American Commercial Lines LLC | Delaware |
| Jeffboat LLC | Delaware |



**TRADEMARK**
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SCHEDULE II
TRADEMARKS,
TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

## PART A
## TRADEMARKS

(i) Trademarks

1. U.S. Patent and Trademark Office Reg. No. 1,607,666, Trade Mark Registration for "flag" design, lined for colors red and blue, but color is not claimed as a feature of the mark; first use 3-1-1966. Registered under American Commercial Lines LLC.

2. U.S. Patent and Trademark Office Serial No. 75/580,586, Registration No. 2,316,045 Miscellaneous Design (towboat); first use 8-15-1998. Registered under American Commercial Lines LLC.

(ii) Servicemarks

1. U.S. Patent and Trademark Office Reg. No. 1,553,260, Service Mark Registration for "Louisiana Dock;" first use 12-12-1962. Registered under ACL Transportation Services LLC.

2. U.S. Patent and Trademark Office Reg. No. 2,332,621, Service Mark Registration for Louisiana Dock and Design. Registered under ACL Transportation Services LLC.

3. U.S. Patent and Trademark Office Reg. No. 1,643,903, Service Mark Registration for ACT word mark and Design ("ACT" in red, white and blue flag, but color is not claimed as a feature of the mark); first use 3-1-1966. Registered under ACL Transportation Services LLC.

4. U.S. Patent and Trademark Office Reg. No. 1,741,761, Service Mark Registration for "ACBL;" first use 3-15-1966. Registered under American Commercial Lines LLC.

5. U.S. Patent and Trademark Office Reg. No. 856,237, Service Mark Registration for "ACBL" flag design; first use Mar. 1, 1966. Registered under American Commercial Lines LLC.

6. U.S. Patent and Trademark Office Reg. No. 1,804,804, Service Mark Registration for "ACL;" first use 3-1-1966. Registered under American Commercial Lines LLC.

7. U.S. Patent and Trademark Office Reg. No. 2,349,631, Service Mark Registration for "A RIVER OF INFORMATION AT YOUR FINGERTIPS;" first use 8-15-1998. Registered under American Commercial Lines LLC.



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8. U.S. Patent and Trademark Office Reg. No. 2,329,522, Service Mark Registration for "RIVER-TRAC," tracking location of barges and status of shipment; first use 4-11-1988. Registered under American Commercial Lines LLC.

9. U.S. Patent and Trademark Office Reg. No. 847,768, Service Mark Registration for "JEFFBOAT" and design, shipbuilding and repair of marine vessels; first use 1966. Registered under Jeffboat LLC.

10. U.S. Patent and Trademark Office Reg. No. 3,221,549, Service Mark Registration for "ACL"; first use 7-10-1998. Registered under American Commercial Lines LLC.

PART B
TRADEMARK APPLICATIONS

NONE

PART C
TRADEMARK LICENSES

NONE

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT NO. __ TO THE
TRADEMARK SECURITY
AGREEMENT DATED AS OF _____

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of July 7, 2009 (as the same has been, or may hereafter be, amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition have the meanings given to them in the Trademark Security Agreement), made by the Grantors (as defined in the Trademark Security Agreement), in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (the "Agent") on behalf of the Secured Parties, the Grantors have granted, pledged, hypothecated and transferred to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in, to and under the Trademarks and Trademark Licenses, all as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Grantors have acquired or created additional Trademarks **[and/or Trademark Licenses]** since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto and hold certain additional Trademarks **[and/or Trademark Licenses]**; and

WHEREAS, Schedule II to the Trademark Security Agreement does not reflect Trademarks **[and/or Trademark Licenses]** acquired or created by the Grantors since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto.

THEREFORE,

A. To secure the prompt and complete payment and performance when due of the Obligations of the Company and the Guarantors under the Indenture and each of the other Notes Documents and to secure the performance and observance by each of the Grantors of all the agreements, covenants and provisions contained in the Indenture and in the other Notes Documents for the benefit of the Agent on behalf of the Secured Parties, the Grantors do hereby grant to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantors' right, title and interest in and to each and every Trademark **[and/or Trademark License]** being added to Schedule II (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) to the Trademark Security Agreement pursuant to paragraph B below.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule II thereof so as to reflect all of the Trademarks **[and/or Trademark Licenses]** in and to which the Grantors have granted a security interest to the Agent,

for the ratable benefit of the Secured Parties, pursuant to the terms of the Trademark Security Agreement and the Indenture.

The following Trademarks **[and/or Trademark Licenses]** are hereby added to Schedule II to the Trademark Security Agreement:

Part A

TRADEMARKS

**[Entity]**

| Country | Owner | Application No. | Registration No. | Registration Date | Trademark |
|---|---|---|---|---|---|

Part B

TRADEMARK APPLICATIONS

**[Entity]**

| Country | Owner | Application No. | Registration No. | Registration Date | Trademark |
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Part C

TRADEMARK LICENSES

**[Entity]**

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement", "this Agreement", "this Trademark Security Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

This Supplement shall be construed as supplemental to the Trademark Security Agreement and shall form a part thereof, and the Trademark Security Agreement and all documents contemplated thereby and any previously executed Supplements thereto, are each hereby incorporated by reference herein and confirmed and ratified by the Grantors.

The execution and filing of this Supplement, and the addition of the Trademarks **[and/or Trademark Licenses]** set forth herein are not intended by the parties to derogate from, or extinguish, any of the Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantors and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantors and heretofore filed in any state or county in the United States of America or elsewhere.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Grantor(s) have caused this Supplement No. ___ to the Trademark Security Agreement to be duly executed as of the date and year first written above.

**[INSERT NAME OF EACH GRANTOR]**
as Grantor

By: _____
Name:
Title:

Accepted and Agreed to:

The Bank of New York Mellon Trust Company, N.A.
as Agent

By:_____
Name:
Title:

EXHIBIT B

FORM OF INSTRUMENT OF JOINDER

JOINDER AGREEMENT dated as of _____ (the "Joinder Agreement") made by **[Insert Name of New Grantor]** a **[Insert State of Organization] [corporation, limited partnership or limited liability company]** (the "Company") to that certain Trademark Security Agreement dated as of July 7, 2009 (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Trademark Security Agreement") among the Grantors referred to therein (the "Grantors"), and The Bank of New York Mellon Trust Company, N.A. as Agent (as defined in the Trademark Security Agreement). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Trademark Security Agreement.

W I T N E S S E T H

The Company is a **[Insert State of Organization] [corporation, limited partnership or limited liability company]**, and is a subsidiary of **[Insert name of Loan Party]**. Pursuant to the Trademark Security Agreement, the Company is required to execute this document as a newly **[formed] [acquired]** subsidiary of **[Insert name of Loan Party]**.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company hereby agrees as follows:

SECTION 1. Assignment and Joinder.

(a) The Company hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a Grantor under the Trademark Security Agreement and all the other Notes Documents applicable to it as a Grantor. By virtue of the foregoing, the Company hereby accepts and assumes any liability of a Grantor related to each representation or warranty, covenant or obligation made by a Grantor in the Trademark Security Agreement or any other Notes Document and hereby expressly affirms, as of the date hereof, each of such representations, warranties, covenants and obligation.

(b) All references to the term "Grantor" in the Trademark Security Agreement or any other Notes Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company.

SECTION 2. Representations and Warranties. The Company hereby represents and warrants to the Agent that the Company has the requisite **[corporate,**



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**partnership or company]** power and authority to enter into this Joinder Agreement and to perform its obligations hereunder and under the Trademark Security Agreement and the other Notes Documents to which it is a party. The execution, delivery and performance of this Joinder Agreement by the Company and the performance of its obligations hereunder, under the Trademark Security Agreement and the other Notes Documents have been duly authorized by the **[Board of Directors of the Company]** and no other **[corporate, partnership or company]** proceedings on the part of the Company are necessary to authorize the execution, delivery or performance of this Joinder Agreement, the transactions contemplated hereby or the performance of its obligations under the Trademark Security Agreement or any other Notes Document. This Joinder Agreement has been duly executed and delivered by the Company. This Joinder Agreement, the Trademark Security Agreement and the other Notes Documents each constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its respective terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

SECTION 3. Further Assurances. At any time and from time to time, upon the Agent's request and at the sole expense of the Company, the Company will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Agent reasonably deems necessary to effect the purposes of this Joinder Agreement.

SECTION 4. Binding Effect. This Joinder Agreement shall be binding upon the Company and shall inure to the benefit of the Secured Parties and their respective successors and assigns.

SECTION 5. Conflict. In the event of a conflict between this Joinder Agreement and the Trademark Security Agreement, the provisions of the Trademark Security Agreement will govern.

SECTION 6. GOVERNING LAW. **THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.**

**[Signature Pages Follow]**



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IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

**[NAME OF COMPANY]**

By _____
Name:
Title:

Accepted and Agreed to:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Agent

By _____
Name:
Title: