



7/21/09

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Collection 0651-0027 (exp. 02/28)

07-24-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103568487

To the Director of the U. S. Patent

Documents or the new address(es) below.

1. Name of conveying party(ies):
The Bank of Nova Scotia

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Nova Scotia Corporation
 Other _____

Citizenship (see guidelines) Canadian - Nova Scotia

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached? Yes No

Name: RailAmerica, Inc.
Internal Address: _____
Address: _____
Street Address: 7411 Fullerton Street, Suite 300
City: Jacksonville
State: FL
Country: USA Zip: 32256

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship US - Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) 7/9/2009

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Shana Vazsonyi
Internal Address: CT Corporation
Street Address: 4400 Easton Commons Way, Suite 125
City: Columbus
State: OH Zip: 43219
Phone Number: 614-280-3573
Fax Number: 800-914-4240
Email Address: shana.vazsonyi@wolterskluwer.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number: 07/23/2009 NJANA1 00000031 2124976
Authorized User Name: 01 FC 4521 40.00 OP

9. Signature: Shana Vazsonyi 7/21/09
Signature Date

Name of Person Signing Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
RailAmerica	2,124,976	December 30, 1997

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of this ninth day of July, 2009, by THE BANK OF NOVA SCOTIA, a corporation, located at 1 Liberty Plaza, New York, New York 10006 ("Assignor"), in favor of RAILAMERICA, INC., a Delaware corporation, located at 7411 Fullerton Street, Suite 300, Jacksonville, Florida 32256 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement, Credit Agreement, or Security Agreement referred to below, as applicable.

WHEREAS, Assignee, PALM RAIL BEACH RAIL HOLDING, INC. ("Intermediate Holdings"), RAILAMERICA TRANSPORTATION CORP., RAILINK, LTD., and the other Borrowers thereto, the Lenders party thereto, MORGAN STANLEY SENIOR FUNDING, INC. and UBS AG, STAMFORD BRANCH, as Joint Lead Arrangers and Bookrunners, MORGAN STANLEY SENIOR FUNDING, INC., as the syndication agent for the Lenders, UBS AG, STAMFORD BRANCH, as administrative agent for the Lenders, Assignor and CREDIT LYONNAISE NEW YORK BRANCH, as co-documentation agents for the Lenders, and Assignor, as collateral agent ("Collateral Agent") for the Lenders, entered into a Credit Agreement, dated as of May 23, 2002 (as amended and/or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) a U.S. Guarantee and Security Agreement dated as of May 23, 2002 (as amended and/or supplemented from time to time, the "Security Agreement") among Assignee, Intermediate Holdings, the Borrower, the Domestic Subsidiary Guarantors party thereto and Assignor, as Collateral Agent for the Secured Parties referred to therein and (ii) certain other U.S. Security Documents (including the Trademark Security Agreement), Assignee guaranteed certain obligations of the Borrower and secured such guarantee by granting to Assignor for the benefit of such Secured Parties a continuing security interest in personal property of Assignee, including all right, title and interest of Assignee in, to and under the Trademark Collateral (as defined below).

WHEREAS, in connection with the Security Agreement, Assignor and Assignee entered into that certain Trademark Security Agreement, dated as of May 23, 2002 (as amended and/or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on May 29, 2002, at Reel 2514/Frame 0852;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor, to secure Assignee's Secured Guarantee, a continuing security interest in all of Assignee's right, title and interest in, to and under the following (all of the following items or types of property being herein

collectively referred to as the "Trademark Collateral"), whether then owned or existing or thereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Assignee, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the: Security Agreement) to which Assignee is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Assignee against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Assignee (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of Assignee under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

WHEREAS, the parties desire that Assignor terminate, release, and discharge fully its lien on and security interest in and to the Trademark Collateral and reassign and transfer any and all of its rights, title and interest in the Trademark Collateral to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, its lien on and security interest in and to the Trademark Collateral, and reassigns and transfers any and all of the rights, title and interest that it may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's agents or designees to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office to memorialize the release of any lien of Assignor on or security interest of Assignor in the, and (iii) otherwise file this Release.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

THE BANK OF NOVA SCOTIA

By: 

Name: Todd Meller

Title: Managing Director

TRADEMARK

REEL: 004031 FRAME: 0692

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