

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACER INTERNATIONAL, INC.		08/28/2009	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	One Centrepointe Drive, Suite 500
City:	Lake Oswego
State/Country:	OREGON
Postal Code:	97035
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3179323	PACER STACKTRAIN
Registration Number:	2904241	PACER INTERNATIONAL
Registration Number:	2904240	PACER
Registration Number:	2969185	P
Registration Number:	3039299	STACK FACTS
Registration Number:	3140711	LOAD LAYOVER
Registration Number:	3277838	PACERDIRECT
Registration Number:	3285361	P PACER
Registration Number:	3282280	COMMITMENT. START TO FINISH
Registration Number:	3347942	POWERED BY PACER STACKTRAIN
Registration Number:	3619182	MAKING YOUR WORLD RUN SMOOTHER
Registration Number:	3619184	P
Registration Number:	3619185	P PACER MAKING YOUR WORLD RUN SMOOTHER

CORRESPONDENCE DATA

900142103

**TRADEMARK
 REEL: 004054 FRAME: 0270**

OP \$340.00 3179323

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	021655-0038
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	08/28/2009

Total Attachments: 5
source=Pacer Trademark Security Agreement#page1.tif
source=Pacer Trademark Security Agreement#page2.tif
source=Pacer Trademark Security Agreement#page3.tif
source=Pacer Trademark Security Agreement#page4.tif
source=Pacer Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 28, 2009 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between Pacer International, Inc. and each of the undersigned (together with any other Acceding Subsidiary, each, a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., in its capacity as administrative agent for the Secured Parties (together with successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantors are party to that certain Amended and Restated Security Agreement dated as of August [], 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Security Agreement") between each of the Grantors and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Amended and Restated Credit Agreement, the Grantors hereby agree with the Administrative Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Administrative Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described in Schedule 1), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, including, but not limited to: (i) all of the goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets and all right to sue for any injury to goodwill and (ii) all accounts, all other proprietary rights, all other intellectual or other similar property and all other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto.

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 Administrative Agent for the Secured Parties pursuant to the Amended and Restated Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security 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 Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall control.

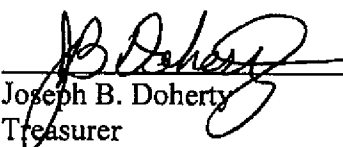
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

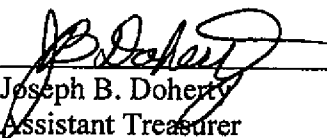
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PACER INTERNATIONAL, INC.

By: 
Name: Joseph B. Doherty
Title: Treasurer

OCEAN WORLD LINES, INC.

RF INTERNATIONAL, LTD.

By: 
Name: Joseph B. Doherty
Title: Assistant Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004054 FRAME: 0274**

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative
Agent

By: 

Name: John Mundstock

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner	Trademark	Country	Registration No.	Registration Date
Pacer International, Inc.	PACER STACKTRAIN	USA	3179323	05-Dec-2006
Pacer International, Inc.	Pacer International	USA	2904241	23-Nov-2004
Pacer International, Inc.	PACER	USA	2904240	23-Nov-2004
Pacer International, Inc.	P (word and design)	USA	2969185	19-Jul-2005
Pacer International, Inc.	STACK FACTS	USA	3039299	10-Jan-2006
Pacer International, Inc.	LOAD LAYOVER	USA	3140711	05-Sep-2006
Pacer International, Inc.	PacerDirect	USA	3277838	07-Aug-2007
Pacer International, Inc.	P Pacer (stylized and/or with design)	USA	3285361	28-Aug-2007
Pacer International, Inc.	COMMITMENT. START TO FINISH (Standard Characters)	USA	3282280	21-Aug-2007
Pacer International, Inc.	POWERED BY PACER STACKTRAIN	USA	3347942	04-Dec-2007
Pacer International, Inc.	MAKING YOUR WORLD RUN SMOOTHER	USA	3619182	12-May-2009
Pacer International, Inc.	P (stylized and/or with design)	USA	3619184	12-May-2009
Pacer International, Inc.	P PACER MAKING YOUR WORLD RUN SMOOTHER (stylized and/or with design)	USA	3619185	12-May-2009
Ocean World Lines, Inc.	OWL DESIGN	USA	2115240	25-Nov-1997
RF International, Ltd.	RF INTERNATIONAL	USA	2219265	19-Jan-1999
RF International Ltd.	RFI	USA	2219266	19-Jan-1999