

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WACHOVIA BANK, NATIONAL ASSOCIATION		01/19/2010	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Marquette Transportation Company, LLC		
Street Address:	150 Ballard Circle		
City:	Paducah		
State/Country:	KENTUCKY		
Postal Code:	42001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3638690		
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower St., 25th Floor		
Address Line 2:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	WFF/MARQUETTE(45035.00347		
NAME OF SUBMITTER:	Minette M. Tayco		
Signature:	/Minette M. Tayco/		

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**TRADEMARK
 REEL: 004133 FRAME: 0719**

Date:

01/19/2010

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of January 19, 2010 ("Effective Date") by WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, "Grantee"), in favor of the grantor listed on the signature pages to the Trademark Security Agreement (as such term is defined below) ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Collateral Agreement, dated as of March 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantee holds a Lien against all assets owned or acquired by Grantor (the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of February 5, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among Grantor and Grantee, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to (a) Trademarks (as such term is defined in the Collateral Agreement) of the Grantor, (b) all goodwill of the Grantor connected with the use and symbolized by such Trademarks, and (c) all proceeds of any an all of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 11, 2009 at Reel 003934, Frame 0158;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of January 19, 2010, Grantee has consented to the release of the Lien on the Collateral including, without limitation, the Trademark Collateral, including, without limitation, the Trademark listed on Schedule 1 hereto; and

WHEREAS, Grantee desires to release its Lien in the Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.
2. Grantee's Lien in the Collateral, including, without limitation, the Trademark Collateral granted pursuant to any Loan Document, is hereby terminated and released.
3. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Trademark Collateral.
4. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

[signature page to follow]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Grantee**


By: 
Name: MICHAEL JOHNSON
Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK RELEASE]

**TRADEMARK
REEL: 004133 FRAME: 0722**

SCHEDULE 1

TRADEMARKS

Grantor	Country	Mark	Type of Mark	Registration Number	Registration Date
Marquette Transportation Company, LLC	United States		Service mark	3,638,690	June 16, 2009