

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARQUETTE TRANSPORTATION COMPANY HOLDINGS, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
MARQUETTE TRANSPORTATION COMPANY, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
BLUEGRASS MARINE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
MARQUETTE TRANSPORTATION COMPANY GULF-INLAND, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
MARQUETTE TRANSPORTATION COMPANY OFFSHORE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
EMS TOWING, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
CHERAMIE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
EAST COAST MARINE TOWING, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
MARQUETTE TRANSPORTATION FINANCE CORPORATION		01/19/2010	CORPORATION: DELAWARE
LMR FREIGHT, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, AS AGENT		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	

CH \$40.00 3638690

900152538

TRADEMARK  
 REEL: 004134 FRAME: 0066

Registration Number:	3638690
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**CORRESPONDENCE DATA**

Fax Number: (213)627-0705

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

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 &amp; 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/

Date:

01/20/2010

**Total Attachments: 8**

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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 19th day of January, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent and security trustee for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain **CREDIT AGREEMENT**, dated as of January 19, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **MARQUETTE TRANSPORTATION COMPANY HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **MARQUETTE TRANSPORTATION COMPANY, LLC**, a Delaware limited liability company ("Marquette"), **MARQUETTE TRANSPORTATION COMPANY GULF-INLAND, LLC**, a Delaware limited liability company ("MTC Gulf-Inland"), **MARQUETTE TRANSPORTATION COMPANY OFFSHORE, LLC**, a Delaware limited liability company ("MTC Offshore"), **EMS TOWING, LLC**, a Delaware limited liability company ("EMS Towing"; Marquette, MTC Gulf-Inland, MTC Offshore, and EMS Towing, together with each other Subsidiary that becomes a party thereto after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), WFCF, as Agent, as co-lead arranger and as joint bookrunner, **J.P. MORGAN SECURITIES INC.** ("JPMSI"), as co-lead arranger and as joint bookrunner, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of January 19, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks (but excluding any "intent to use" U.S. Trademark applications for which a Statement of Use has not been filed with the U.S. Patent and Trademark Office, provided that such applications shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral upon the filing of such Statement) and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization, or Bank Products, providing Bank Product Collateralization, as applicable) of all Secured Obligations other than contingent indemnification Secured Obligations as to which no claim has been asserted and other than any Bank Product Obligations that, at such time, are allowed by the applicable agreements between the applicable Loan Party and the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement (unless otherwise provided in agreements between the applicable Loan Party and the applicable Bank Product Provider) to be repaid or cash collateralized at such time. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH THE PARTIES HEREBY EXPRESSLY AGREE SHALL APPLY.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR**

**REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

N WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**MARQUETTE TRANSPORTATION COMPANY  
HOLDINGS, LLC**, a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President, Chief Financial Officer and Secretary

**MARQUETTE TRANSPORTATION COMPANY, LLC**,  
a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Executive Vice President and Secretary

**BLUEGRASS MARINE, LLC**, a Delaware limited liability  
company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Secretary and Treasurer

**MARQUETTE TRANSPORTATION COMPANY  
GULF-INLAND, LLC**, a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President and Secretary

**MARQUETTE TRANSPORTATION COMPANY  
OFFSHORE, LLC**, a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**GRANTORS:**

**EMS TOWING, LLC**, a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President, Chief Financial Officer and Secretary

**CHERAMIE, LLC**, a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President and Chief Financial Officer

**EAST COAST MARINE TOWING, LLC**,  
a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President and Chief Financial Officer

**MARQUETTE TRANSPORTATION FINANCE  
CORPORATION**, a Delaware corporation

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President, Chief Financial Officer and Secretary

**LMR FREIGHT, LLC**, a Delaware limited liability company

By: Bruce L. Hahn  
Name: Bruce L. Hahn  
Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company

By:

Name:

Title:

Kathy Pisko  
Kathy R. Pisko  
Senior Vice President


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

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