

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RailRunner N.A., Inc.		02/05/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	USB Focus Fund XXIII, LLC		
Street Address:	55 Old Bedford Road		
Internal Address:	c/o U.S. Boston Capital Corporation		
City:	Lincoln		
State/Country:	MASSACHUSETTS		
Postal Code:	01773		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3690676	TERMINAL ANYWHERE	
Registration Number:	3227113	RAILRUNNER	
Registration Number:	3189132	RAILREACH	
Registration Number:	2966296	RAILRUNNER	
CORRESPONDENCE DATA			
Fax Number:	(617)523-6850		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	leonard.keefe@hklaw.com		
Correspondent Name:	Leonard D. Keefe		
Address Line 1:	10 St. James Avenue		
Address Line 2:	Holland & Knight LLP		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	113002.00010		
NAME OF SUBMITTER:	Lynne Cram		

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REEL: 004144 FRAME: 0925

Signature:	/Lynne Cram/
Date:	02/05/2010
Total Attachments: 8 source=Railrunner10SecurityAgreement#page1.tif source=Railrunner10SecurityAgreement#page2.tif source=Railrunner10SecurityAgreement#page3.tif source=Railrunner10SecurityAgreement#page4.tif source=Railrunner10SecurityAgreement#page5.tif source=Railrunner10SecurityAgreement#page6.tif source=Railrunner10SecurityAgreement#page7.tif source=Railrunner10SecurityAgreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 5, 2010, by RailRunner N.A., Inc., a Delaware corporation ("Grantor"), as borrower, and USB Focus Fund XXIII, LLC, a Delaware limited liability company (the "Lender"), as lender.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of February 5, 2010 (as amended, modified, supplemented and/or supplemented from time to time, the "Purchase Agreement") between Grantor and Lender, Lender is willing to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantor has executed and delivered to Lender that certain Security Agreement dated as of February 5, 2010 (as amended, modified, supplemented and/or restated from time to time, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor is required to execute and deliver to Lender, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):

(a) the patents referred to on Schedule 1 hereto (the "Patents") and the trademarks referred to on Schedule 2 (the "Trademarks");

(b) all reissues, continuations or extensions of the Patents;

(c) all renewals of the Trademarks; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent or Trademark.

3. SECURITY FOR LIABILITIES. This Agreement and the security interest created hereby secures the payment and performance of all of the Liabilities (as defined in the Security Agreement), whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP 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.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 or Schedule 2 to include any future United States registered patents or trademarks or applications therefor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1 or Schedule 2.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Lender have caused this Patent and Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

RAILRUNNER N.A., INC.

By: Charles J. Fasham
Name: CHARLES J. FASHAM
Title: President/CEO

USB FOCUS FUND XXIII, LLC

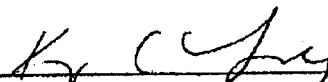
By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor and Lender have caused this Patent and Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

RAILRUNNER N.A., INC.

By: _____
Name:
Title:

USB FOCUS FUND XXIII, LLC

By:  _____
Name: Kathryn Collings Laing
Title: Authorized Person

SCHEDULE 1
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

See attached

Patent Summary

25-Jan-10

Case Ref.	Family	Case Status	Country	Full Title	Application No.	Application Date	Patent No.	Issue Date
254500/AR	254495	Issued	Argentina	IMPROVED INTERMODAL VEHICLE FOR FORMING A TRAIN OF HIGHWAY TRAILERS	P9801103761	30-Jul-1998	AR013380	8-Jun-2005
254449/AU	254446	Issued	Australia	INTERMODAL VEHICLE FOR FORMING TRAIN OR TRAILERS	63957/94	1-Mar-1994	685442	22-Jan-1998
254489/BR	254446	Issued	Brazil	VEICULO INTERMODAL PARA EMPREGO NA FORMACAO DE UM TREM DE VIATURAS SEMI-REBOQUE RODOVIARIAS TREM DE VIATURAS SEMI-REBOQUE RODOVIARIAS E CONJUNTO DE TRANSICAO	19940000060/24	1-Mar-1994	P19406024-0	13-Jun-2000
254542/EP	254446	Issued	Europe	INTERMODAL VEHICLES FOR FORMING A TRAIN OR TRAILERS	94911436.7	1-Mar-1994	0688280	26-May-1999
254542/FR	254446	Issued	France	INTERMODAL VEHICLES FOR FORMING A TRAIN OR TRAILERS	94911436.7	1-Mar-1994	0688280	26-May-1999
254542/DE	254446	Issued	Germany	INTERMODAL VEHICLE FOR FORMING TRAIN OR TRAILERS	94911436.7	1-Mar-1994	69418705.4	26-May-1999
254495/IN	254500	Issued	India	INTERMODAL VEHICLE	261/DEL/94	7-Mar-1994	187994	21-Mar-2003
254496/IN	254500	Issued	India	INTERMODAL VEHICLE FOR FORMING TRAIN OR TRAILERS	261/DEL/98	2-Feb-1998	220205	16-May-2008
254542/IT	254446	Issued	Italy	INTERMODAL VEHICLE FOR FORMING TRAIN OR TRAILERS	261/DEL/98	2-Feb-1998	220205	16-May-2008
254541/MX	254446	Issued	Mexico	RETRACTABLE INTERMODAL VEHICLE	9402574	8-Apr-1994	185645	18-Aug-1997
254512/PL	254446	Issued	Poland	RETRACTABLE INTERMODAL VEHICLE	310810	1-Mar-1994	173941	29-May-1998
254448/RU	254446	Issued	Russia	TRAIN AND VEHICLE FOR MAKING-UP RAILWAY TRAINS OR TRAILER-TRAINS	95118177	1-Mar-1994	2143355	27-Dec-1999
254450/GB	254446	Issued	UK	INTERMODAL VEHICLE FOR FORMING TRAIN OR TRAILERS	9519542.6	1-Mar-1994	2291387	17-Sep-1997
254439/US	254439	Issued	US	REFINED INTERMODAL VEHICLE FOR FORMING A TRAIN OF HIGHWAY TRAILERS	09/556243	24-Apr-2000	6393996	28-May-2002
254446/US	254446	Issued	US	RETRACTABLE INTERMODAL VEHICLE	08/037040	25-Mar-1993	5291835	8-Mar-1994
254447/US	254446	Issued	US	INTERMODAL VEHICLE FOR FORMING TRAIN OR TRAILERS	08/889080	7-Jul-1997	5890433	6-Apr-1999
254494/US	254494	Issued	US	INTERMODAL VEHICLE FOR FORMING TRAIN OR TRAILERS	09/18581	4-Feb-1998	6050197	18-Apr-2000
265901/AR	261200	Pending	Argentina	BIMODAL CONTAINER CHASSIS	08 01 05630	19-Dec-2008		
702364/AR	255395	Pending	Argentina	BIMODAL CONTAINER CHASSIS	70105808	20-Dec-2007		
267209/AP	255395	Pending	ARIPO	BIMODAL CONTAINER CHASSIS	AP/P/2009/004925	20-Dec-2007		
267186/AU	255395	Pending	Australia	BIMODAL CONTAINER CHASSIS	2007336931	20-Dec-2007		
267191/BR	255395	Pending	Brazil	BIMODAL CONTAINER CHASSIS	TBD	20-Dec-2007		
267187/CA	255395	Pending	Canada	BIMODAL CONTAINER CHASSIS	2672240	20-Dec-2007		

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Case Ref.	Family	Case Status	Country	Full Title	Application No.	Application Date	Patent No.	Issue Date
254507/CL	254495	Pending	Chile	IMPROVED INTERMODAL VEHICLE FOR FORMING A TRAIN OF HIGHWAY TRAILERS	1866/98	4-Aug-1998		
702363/CL	255395	Pending	Chile	BIMODAL CONTAINER CHASSIS	3736-2007	20-Dec-2007		
267190/CN	255395	Pending	China	BIMODAL CONTAINER CHASSIS	200780047273.X	20-Dec-2007		
267295/EA	255395	Pending	Eurasia	BIMODAL CONTAINER CHASSIS	200970606	20-Dec-2007		
267188/EP	255395	Pending	Europe	BIMODAL CONTAINER CHASSIS	7865909.1	20-Dec-2007		
266685/IN	255395	Pending	India	BIMODAL CONTAINER CHASSIS	1734/DELNP/2009	20-Dec-2007		
267189/MX	255395	Pending	Mexico	BIMODAL CONTAINER CHASSIS	MX/a/2009/006677	20-Dec-2007		
265899/PCT	261200	Pending	PCT	IMPROVED RAIL VEHICLE TO FORM A TRAIN	PCT/US2008/086370	11-Dec-2008		
702386/PCT	255395	Pending	PCT	BIMODAL CONTAINER CHASSIS	PCT/US0788288	20-Dec-2007		
266683/ZA	255395	Pending	South Africa	BIMODAL CONTAINER CHASSIS	2009/02028	20-Dec-2007		
267221/UA	255395	Pending	Ukraine	BIMODAL CONTAINER CHASSIS	200907406	20-Dec-2007		
267492/US	255395	Pending	US	BIMODAL CONTAINER CHASSIS	12/519963	20-Dec-2007		

SCHEDULE 2
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

The Company currently has four trademarks filed for registration with the U.S. Patent and Trademark Office:

Ser. No.	Reg. No.	
78822564	3690676	Terminal Anywhere
78762196	3227113	RailRunner
78740528	3189132	RailReach
78281519	2966296	RailRunner

The Company has a pending trademark application for the RailRunner logo, US. App. Ser. No. 78/740568.

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