

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT													
NATURE OF CONVEYANCE:		SECURITY INTEREST													
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>ICG, LLC</td> <td></td> <td>02/22/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>ICG ADDCAR SYSTEMS, LLC</td> <td></td> <td>02/22/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	ICG, LLC		02/22/2010	LIMITED LIABILITY COMPANY: DELAWARE	ICG ADDCAR SYSTEMS, LLC		02/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
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<table border="1"> <tr> <td>Name:</td> <td>General Electric Capital Corporation, as agent</td> </tr> <tr> <td>Street Address:</td> <td>10 Riverview Drive</td> </tr> <tr> <td>City:</td> <td>Danbury</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06810</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>				Name:	General Electric Capital Corporation, as agent	Street Address:	10 Riverview Drive	City:	Danbury	State/Country:	CONNECTICUT	Postal Code:	06810	Entity Type:	CORPORATION: DELAWARE
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CORRESPONDENCE DATA															
Fax Number: (312)558-5700 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 3125586352 Email: lkonrath@winston.com Correspondent Name: Laura Konrath Address Line 1: 35 West Wacker Drive Address Line 2: Winston & Strawn LLP Address Line 4: Chicago, ILLINOIS 60601															
ATTORNEY DOCKET NUMBER:		80034-1338													
NAME OF SUBMITTER:		Laura Konrath													

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**TRADEMARK
 REEL: 004155 FRAME: 0240**

Signature:	/Laura Konrath/
Date:	02/24/2010
Total Attachments: 7 source=icg tm#page1.tif source=icg tm#page2.tif source=icg tm#page3.tif source=icg tm#page4.tif source=icg tm#page5.tif source=icg tm#page6.tif source=icg tm#page7.tif	

EXECUTION COPY

Trademark Security Agreement

This **Trademark Security Agreement**, dated as of February 22, 2010, among ICG, LLC, a Delaware limited liability company (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as a collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to an Amended and Restated Security Agreement, dated as of even date herewith (the "Security Agreement"), in favor of the Collateral Agent and UBS AG, Stamford Branch in its capacity as a collateral agent, pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or group of countries or any political subdivision thereof), together with the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which Pledgor is a party (whether such Pledgor is licensee or licensor thereunder) including, without

limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(c) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks;

(d) divisions and renewals thereof;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof;

(f) rights corresponding thereto throughout the world;

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

(h) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(i) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed signature page of this

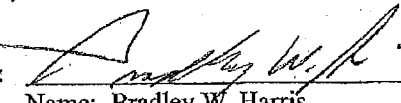
Trademark Security Agreement via facsimile or electronic transmission (including a .pdf delivered via electronic mail) shall be as effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGE FOLLOWS]


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

Very truly yours,

ICG, LLC

By: 
Name: Bradley W. Harris
Title: Senior Vice President, Chief Financial
Officer, Treasurer and Assistant
Secretary

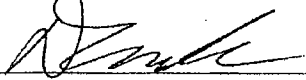
ICG ADDCAR SYSTEMS, LLC

By: 
Name: Bradley W. Harris
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Daniel T. Eubanks
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK	STATUS (Active or Inactive)
ICG Addcar Systems, LLC	1,795,602	ADDCAR	Active

Applications:

None.

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
ICG Addcar Systems, LLC	No. 1 HWM Drive Ashland, KY 41102

NYI-4254805v1