

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
Patriot Rail Corp.		12/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Collateral Agent		
Street Address:	222 South Riverside Plaza, 32nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3560338	PATRIOT RAIL	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	02176-015119		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		
Date:	01/02/2011		

TRADEMARK

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

December 30, 2010

WHEREAS, Patriot Rail Corp. (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, PATRIOT RAIL CORP., a Delaware corporation, whose address is 2255 Glades Road, Boca Raton, Florida 33431, TENNESSEE SOUTHERN RAILROAD COMPANY, INC., a Tennessee corporation, whose address is 100 Railroad Street, Mount Pleasant, Tennessee 38474, RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY, a Montana corporation, whose address is 300 West Commercial Avenue, Anaconda, Montana 59711, UTAH CENTRAL RAILWAY COMPANY, a Utah corporation, whose address is 1900 South 1963 West, Ogden, Utah 84094, SACRAMENTO VALLEY RAILROAD, LLC, a California limited liability company, whose address is 4144 Dudley Boulevard, Building 412, McClellan AFB, Sacramento, California 95652, TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation, whose address is 3111 Eberhardt Road, Temple, Texas 76501, LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, whose address is 304 West Main Street, Homer, Louisiana 71040, DEQUEEN AND EASTERN RAILROAD LLC, a Delaware limited liability company, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431, TEXAS, OKLAHOMA & EASTERN RAILROAD LLC, a Delaware limited liability company, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431, GOLDEN TRIANGLE RAILROAD LLC, a Delaware limited liability company, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431, COLUMBIA & COWLITZ RAILWAY LLC, a Delaware limited liability company, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431, PATRIOT WOODS RAILROAD LLC, a Delaware limited liability company, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431, MISSISSIPPI & SKUNA VALLEY RAILROAD LLC, a Delaware limited liability company, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431, PIEDMONT AND NORTHERN RAILWAY, LLC, a Delaware limited liability company, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431, PATRIOT RARUS ACQUISITION CORP., a Florida corporation, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431 and PATRIOT RAIL SERVICES, INC., a Delaware corporation, whose address is c/o Patriot Rail Corp., 2255 Glades Road, Boca Raton, Florida 33431 (collectively, the "Borrowers"), Fifth Third Bank, and the lenders from time to time parties thereto have entered into a Loan Agreement, dated as of December 30, 2010; and

WHEREAS, the Borrowers, The Prudential Insurance Company of America, and the lenders from time to time parties thereto have entered into a Loan Agreement, dated as of December 30, 2010; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 30, 2010 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement", capitalized terms used but not otherwise defined herein shall have the meanings specified therefor in the Security Agreement), Grantor has granted to Fifth Third Bank, as Collateral Agent (in such capacity, the "Collateral Agent" or "Grantee") for the benefit of the Secured Parties a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

PATRIOT RAIL CORP., a Delaware corporation

By: 

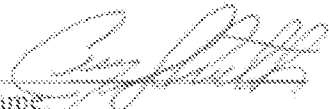
Name: Gary O. Marino

Its: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged:

FIFTH THIRD BANK, as Collateral Agent

By: 

Name:

Title:

Craig Schae
Vice President
Fifth Third Bank

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)

Schedule 1

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date</u>
Patriot Rail Corp.	Patriot Rail	77479129	3560338	2008-05-20