

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		06/30/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	IFCO Systems North America, Inc.
Street Address:	13100 Northwest Freeway
Internal Address:	Suite 625
City:	Houston
State/Country:	TEXAS
Postal Code:	77040
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2757551	PALTRAX
Registration Number:	2896303	INXCHANGE
Registration Number:	2916558	IFCO SYSTEMS
Registration Number:	2900130	I IFCO SYSTEMS
Registration Number:	3363300	IFCO RPC PALLET SYSTEMS
Registration Number:	3216977	IFCO RPC'S DELIVER SUPERIOR QUALITY PRODUCE
Registration Number:	3163875	CRATETRAX
Registration Number:	3160608	RPCTRAX
Registration Number:	3054640	IFCOTRAX
Registration Number:	3354921	FOR YOUR GOODS, ONLY THE BEST

CORRESPONDENCE DATA

Fax Number: (212)310-8007

900196467

**TRADEMARK
 REEL: 004577 FRAME: 0299**

CH \$265.00 2757551

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

Phone: 212.310.8000
Email: vindra.richter@weil.com, suzanne.inglis@weil.com
Correspondent Name: Vindra Richter/si
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	53712.0014.S.STEINBERG/SI
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	07/07/2011

Total Attachments: 4
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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") made as of the 30th day of June, 2011, by DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Indenture (as defined below) (in such capacity, the "Collateral Agent") in favor of IFCO SYSTEMS NORTH AMERICA, INC. (the "Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Indenture.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Indenture, dated as of June 12, 2009, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among IFCO Systems N.V. and certain of its Subsidiaries party thereto, the Guarantors party thereto, the Lenders party thereto, the Collateral Agent and the other Agents party thereto, (B) Collateral Agreement, dated as of June 12, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgor was required to execute and deliver the Trademark Security Agreement (as defined below), among the Pledgor in favor of the Collateral Agent; and (C) Trademark Security Agreement, dated as of June 12, 2009, by the Pledgor in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") the Pledgor granted 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 under certain Collateral (as defined in the Collateral Agreement) of the Pledgor including (a) Trademarks of the Pledgor listed on Schedule I attached to the Trademark Security Agreement; and (b) all Proceeds (as defined in the Collateral Agreement) of any and all of the Trademarks listed on Schedule I to the Trademark Security Agreement collectively, the "Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 004006, Frame 0664 on June 17, 2009;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Collateral Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the Trademarks, including the Trademarks listed on Schedule I attached hereto.


2. The Collateral Agent hereby agrees, at the expense of the Pledgor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Pledgor to effectuate, record or evidence the release of the Collateral Agent's security interest in the Collateral.

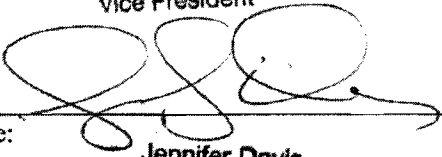
3. The Collateral Agent authorizes the Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

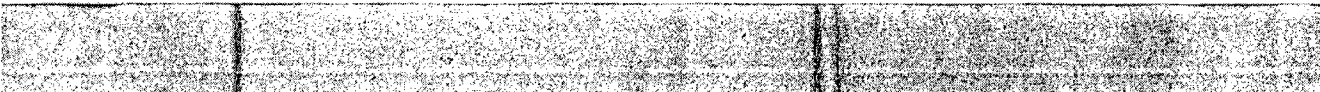
IN WITNESS WHEREOF, the Collateral Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: 
Name: Carol Ng
Title: Vice President

By: 
Name: Jennifer Davis
Title: Vice President

SIGNATURE PAGE TO TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT



TRADEMARK
REEL: 004577 FRAME: 0303

SCHEDULE I

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

Trademark	Owner	Registration Number	Registration Date
PALTRAX	IFCO Systems North America, Inc.	2757551	August 26, 2003
INXCHANGE	IFCO Systems North America, Inc.	2896303	October 19, 2004
IFCO SYSTEMS (and design)	IFCO Systems North America, Inc.	2916558	January 4, 2005
I IFCO SYSTEMS (and design)	IFCO Systems North America, Inc.	2900130	November 2, 2004
IFCO RPC PALLET SYSTEMS (and design)	IFCO Systems North America, Inc.	3363300	January 1, 2008
IFCO RPC'S DELIVER SUPERIOR QUALITY PRODUCE	IFCO Systems North America, Inc.	3216977	March 13, 2007
CRATETRAX	IFCO Systems North America, Inc.	3163875	October 24, 2006
RPCTRAX	IFCO Systems North America, Inc.	3160608	October 17, 2006
IFCOTRAX	IFCO Systems North America, Inc.	3054640	January 31, 2006
FOR YOUR GOODS, ONLY THE BEST	IFCO Systems North America, Inc.	3354921	December 18, 2007