

# 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
THE KANSAS CITY SOUTHERN RAILWAY COMPANY		07/12/2011	CORPORATION: MISSOURI
KANSAS CITY SOUTHERN		07/12/2011	CORPORATION: DELAWARE
SOUTHERN INDUSTRIAL SERVICES, INC.		07/12/2011	CORPORATION: DELAWARE
TRANS-SERVE, INC.		07/12/2011	CORPORATION: DELAWARE
VEALS, INC.		07/12/2011	CORPORATION: DELAWARE
PABTEX, INC.		07/12/2011	CORPORATION: DELAWARE
GATEWAY EASTERN RAILWAY COMPANY		07/12/2011	CORPORATION: ILLINOIS
SOUTHERN DEVELOPMENT COMPANY		07/12/2011	CORPORATION: MISSOURI
THE KANSAS CITY NORTHERN RAILWAY COMPANY		07/12/2011	CORPORATION: DELAWARE
KCS HOLDINGS I, INC.		07/12/2011	CORPORATION: DELAWARE
KCS VENTURES I, INC.		07/12/2011	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	THE BANK OF NOVA SCOTIA
Street Address:	1 LIBERTY PLAZA
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	CANADIAN BANK: CANADA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85272457	BUSINESS WITHOUT BORDERS
Registration Number:	3056595	NAFTA RAIL

900197151

TRADEMARK  
 REEL: 004584 FRAME: 0151

CH \$65.00 85272457

**CORRESPONDENCE DATA**

Fax Number: (650)838-5109

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

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: ZHENG BAO

Address Line 1: FIVE PALO ALTO SQUARE, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37051/27
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NAME OF SUBMITTER:	ZHENG BAO
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Signature:	/ZHENG BAO/
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Date:	07/13/2011
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated July [12], 2011, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of THE BANK OF NOVA SCOTIA, as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Kansas City Southern Railway Company, a Missouri corporation, as the Borrower, has entered into an Amended and Restated Credit Agreement dated as of July [12], 2011 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “*Credit Agreement*”; terms defined in the Credit Agreement and the Security Agreement not otherwise defined in this Agreement are used in this Agreement as defined in the Credit Agreement and the Security Agreement, as applicable) with the Parent, the Lender Parties, Bank of America, the Lead Arrangers and the Agents (each as defined therein).

WHEREAS, as a condition precedent to the making of Advances by the Lenders and the issuance of Letters of Credit by the Issuing Banks under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated July [12], 2011 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “*Collateral*”):

(i) all patents, patent applications, utility models and statutory invention registrations, together with all inventions claimed or disclosed therein, and all improvements thereto, including the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto), together, in each case, with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights (whether or not the underlying works of authorship have been published), including, without limitation, copyrights in Computer Software (as defined in the Security

Agreement), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedules A, B and C hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise (all such Obligations being the “**Secured Obligations**”). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Obligor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement and the other loan documents, unless otherwise specified, shall be governed by the laws of the state of New York, without giving effect to any conflict of law principles (but giving effect to section 5-1401 of the New York General Obligation Law and federal laws relating to national banks).

*[Signatures pages to follow]*

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

THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY

By Michael W. Upchurch  
Name: Michael W. Upchurch  
Title: EVP & Chief Financial Officer

Address for Notices:  
427 West 12<sup>th</sup> Street  
Kansas City, Missouri 64105

KANSAS CITY SOUTHERN

By Michael W. Upchurch  
Name: Michael W. Upchurch  
Title: EVP & Chief Financial Officer

Address for Notices:  
427 West 12<sup>th</sup> Street  
Kansas City, Missouri 64105

SOUTHERN INDUSTRIAL SERVICES, INC.

By Michael W. Upchurch  
Name: Michael W. Upchurch  
Title: VP, Chief Financial Officer & Treasurer

Address for Notices:  
427 West 12<sup>th</sup> Street  
Kansas City, Missouri 64105

TRANS-SERVE, INC.

By Michael W. Upchurch  
Name: Michael W. Upchurch  
Title: VP & Chief Financial Officer

Address for Notices:  
427 West 12<sup>th</sup> Street  
Kansas City, Missouri 64105

VEALS, INC.

By Michael W Upchurch

Name: Michael W. Upchurch

Title: VP, Chief Financial Officer & Treasurer

Address for Notices:

427 West 12<sup>th</sup> Street

Kansas City, Missouri 64105

PABTEX, INC.

By Michael W Upchurch

Name: Michael W. Upchurch

Title: VP, Chief Financial Officer & Treasurer

Address for Notices:

427 West 12<sup>th</sup> Street

Kansas City, Missouri 64105

GATEWAY EASTERN RAILWAY COMPANY

By Michael W Upchurch

Name: Michael W. Upchurch

Title: VP & Chief Financial Officer

Address for Notices:

427 West 12<sup>th</sup> Street

Kansas City, Missouri 64105

SOUTHERN DEVELOPMENT COMPANY

By Michael W Upchurch

Name: Michael W. Upchurch

Title: VP, Chief Financial Officer & Treasurer

Address for Notices:

427 West 12<sup>th</sup> Street

Kansas City, Missouri 64105

THE KANSAS CITY NORTHERN RAILWAY  
COMPANY

By Michael W Upchurch

Name: Michael W. Upchurch

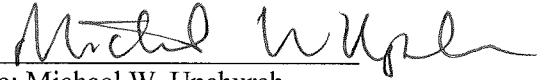
Title: VP & Chief Financial Officer

Address for Notices:

427 West 12<sup>th</sup> Street

Kansas City, Missouri 64105

KCS HOLDINGS I, INC.

By 

Name: Michael W. Upchurch

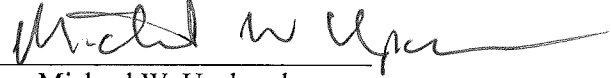
Title: VP & Chief Financial Officer

Address for Notices:

427 West 12<sup>th</sup> Street

Kansas City, Missouri 64105

KCS VENTURES I, INC.

By 

Name: Michael W. Upchurch

Title: VP & Chief Financial Officer

Address for Notices:

427 West 12<sup>th</sup> Street

Kansas City, Missouri 64105



**Schedule A**

**Patents**

None.

**Schedule B**  
**Trademarks**

**TRADEMARKS:**

<b>Grantor</b>	<b>Description</b>
Kansas City Southern	Kansas City Southern Lines Logo
Kansas City Southern	NAFTA RAIL
The Kansas City Southern Railway Company	“Business Without Borders” trademark application

**TRADE NAMES:**

<b>Grantor</b>	<b>Trade Name</b>
The Kansas City Southern Railway Company	d/b/a Louisiana & Arkansas Railway Company (over 10 years ago)
Trans-Serve, Inc.	d/b/a Superior Tie & Timber

**Schedule C**

**Copyrights**

<b>Grantor</b>	<b>Description</b>
The Kansas City Southern Railway Company	Management Control System ("MCS") Software