

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CSX Transportation, Inc.		08/22/2011	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	CSXT Intellectual Properties Corporation
<b>Street Address:</b>	500 Water Street
<b>City:</b>	Jacksonville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32202
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	78326290	ACCESS MEXICO
Serial Number:	78975613	ACCESS MEXICO
Serial Number:	76011626	B&O
Serial Number:	72181952	B & O
Serial Number:	76018321	C AND O
Serial Number:	78358087	EXPRESS ETHANOL DELIVERY ETHX
Serial Number:	78102728	EXPRESS LANE
Serial Number:	78041622	
Serial Number:	78113260	REDI-RAIL
Serial Number:	76011628	SEABOARD COAST LINE RAILROAD
Serial Number:	73698481	TOUCHTRACE
Serial Number:	78102784	WINE CONNECTION

**CORRESPONDENCE DATA**

900200909

**TRADEMARK**  
 REEL: 004613 FRAME: 0450

OP \$315.00 78326290

Fax Number: (804)698-2230  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 804-775-1166  
Email: jpeyton@mcguirewoods.com  
Correspondent Name: Janet P. Peyton  
Address Line 1: 901 E. Cary Street  
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Janet P. Peyton
Signature:	/Janet P. Peyton/
Date:	08/29/2011

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 22<sup>ND</sup> day of August, 2011, (the "Effective Date") by and between CSX Transportation, Inc. ("Assignor"), a corporation duly organized and existing under the laws of State of Virginia, and CSXT Intellectual Properties Corporation, a corporation duly organized and existing under the laws of the State of Delaware ("Assignee").

### RECITALS

Whereas Assignor desires to contribute, transfer, and assign all of its rights and interests, including without limitation common law rights, in and to the trademarks listed on Attachment A, attached hereto and incorporated by reference herein (the "Marks") and the registrations and pending applications for the Marks (the "Registrations"), together with the goodwill that Assignor has developed in such Marks (the "Goodwill"), to Assignee.

Whereas Assignee desires to acquire the Assigned Marks, the Registrations and the Goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### ASSIGNMENT OF MARK

1.1. **Assignment.** In connection with the corporate and organizational business objectives of Assignor and Assignee, Assignor has agreed to and hereby assigns and transfers to Assignee and its successors and assigns Assignor's entire right, title and interest in and to the Marks, the Registrations, and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

1.2. **Warranties.** The Marks are assigned hereunder "as is" without any warranties, express or implied.

1.3. **Further Materials or Documentation.** Assignor and Assignee each agree to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate either party's use and/or ownership of the Marks, the Registrations and the Goodwill.

1.4. **Binding Effect.** This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, the parties have caused this Assignment and to be executed by their duly authorized officers or representatives as of the date first written above.

CSX Transportation, Inc.

By: Paul R. Hitchcock

Name: Paul R. Hitchcock

Title: Corporate Secretary

CSXT Intellectual Properties Corporation

By: Steven C. Armbrust

Name: Steven C. Armbrust

Title: Corporate Secretary

**ATTACHMENT A**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>APP NO</b>	<b>REG NO</b>
UNITED STATES	ACCESS MEXICO	78/326,290	2,963,192
UNITED STATES	ACCESS MEXICO	78/975,613	2,907,434
UNITED STATES	B&O	76/011,626	2,473,305
UNITED STATES	B&O (stylized & design)	72/181,952	0,783,389
UNITED STATES	C and O	76/018,321	2,524,342
UNITED STATES	EXPRESS ETHANOL DELIVERY ETHX and design	78/358,087	3,071,878
UNITED STATES	EXPRESS LANE	78/102,728	2,819,554
UNITED STATES	MISCELLANEOUS DESIGN (cat logo)	78/041,622	2,517,541
UNITED STATES	REDI-RAIL	78/113,260	2,675,207
UNITED STATES	SEABOARD COAST LINE RAILROAD	76/011,628	2,495,834
UNITED STATES	TOUCHTRACE	73/698,481	1,505,077
UNITED STATES	WINE CONNECTION	78/102,784	2,702,653
CANADA	FOODNET	1205819	TMA681990
CANADA	THINK RAIL	1071303	TMA567150