# 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	
TRAILER BRIDGE, INC.		04/02/2012	CORPORATION: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	GLEACHER PRODUCTS CORP.	
Street Address:	1290 Avenue of the Americas	
Internal Address:	5th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10104	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	3356464	TRIPLESTACK BOX CARRIER	
Registration Number:	2492965	VEHICLE TRANSPORT MODULE	
Registration Number:	2396252	VTM	
Registration Number:	2800543	ТВС	
Registration Number:	2817286	TRAILER BRIDGE	
Registration Number:	3944624	BREATHE EASY	

## **CORRESPONDENCE DATA**

900219290

Fax Number: (212)822-5096

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

TRADEMARK

REEL: 004750 FRAME: 0364

ATTORNEY DOCKET NUMBER:	41084.00100	
NAME OF SUBMITTER:	Nathaniel T. Browand	
Signature:	/Nathaniel T. Browand/	
Date:	04/02/2012	
Total Attachments: 3		

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TRADEMARK REEL: 004750 FRAME: 0365

#### SHORT-FORM TRADEMARKS SECURITY AGREEMENT

WHEREAS, Trailer Bridge, Inc. (the "<u>Grantor</u>") has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Security Agreement dated as of April 2, 2012 (as modified from time to time, the "Security Agreement"), in which the Grantor has granted certain interests in favor of Gleacher Products Corp., as agent (the "Agent") for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a first-priority security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

[Signature page follows]

Short-Form Trademarks Security Agreement (First-Lien)

#4851-9735-9631v3

TRADEMARK
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Date: April 2, 2012

TRAILER BRIDGE, INC.

Name: William G. Gotimer Jr.

Title: Co-Chief Executive Officer

# SCHEDULE OF REGISTERED TRADEMARKS

Owner	Country	Mark	Reg. No.	App. No.	Status
Trailer Bridge,		TRIPLESTACK BOX			
Inc.	U.S.	CARRIER	3,356,464	78/963,671	Registered
Trailer Bridge,		VEHICLE TRANSPORT			
Inc.	U.S.	MODULE	2,492,965	75/471,509	Registered
Trailer Bridge,					
Inc.	U.S.	VTM	2,396,252	75/471,228	Registered
Trailer Bridge,					
Inc.	U.S.	TBC	2,800,543	75/324.565	Registered
Trailer Bridge,					
Inc.	U.S.	TRAILER BRIDGE	2,817,286	78/211,202	Registered
Trailer Bridge,					
Inc.	U.S.	BREATHE EASY	3,944,624	77/352,029	Registered

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**RECORDED: 04/02/2012** 

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