

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, as Collateral Agent		06/21/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Patriot Rail Corp.		
Street Address:	2255 Glades Road		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3560338	PATRIOT RAIL	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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/		

CH \$40.00 3560338

Date:

06/21/2012

Total Attachments: 3

source=Trademark Release#page1.tif

source=Trademark Release#page2.tif

source=Trademark Release#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

FOR VALUE RECEIVED, the undersigned, FIFTH THIRD BANK (the "Secured Party"), hereby releases any and all liens and security interests granted and pledged to it by PATRIOT RAIL CORP., a Delaware corporation (the "Grantor"), pursuant to that certain Loan Agreement dated December 30, 2010 (as amended, amended and restated, restated, supplemented, refinanced or otherwise modified and in effect from time to time, the "Loan Agreement") and the associated Trademark Security Agreement, dated December 30, 2010 (the "Trademark Security Agreement"), between the Secured Party and Grantor, WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, including, without limitation, all liens on and security interest in, (i) the trademarks and trademark applications listed on Schedule I hereto, (ii) all renewals thereof, (iii) all goodwill of the Grantors' business connected with and symbolized by such trademarks listed on Schedule I hereto, (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the trademarks listed on Schedule I hereto, including without limitation, damages and payments for past or future infringements thereof, (v) the right to sue for past, present and future infringements of trademarks listed on Schedule I hereto, and (vi) all rights corresponding to the Trademarks listed on Schedule I hereto throughout the world (collectively, the "Trademark Collateral"), as recorded on behalf of the Secured Party by the United States Patent & Trademark Office on January 2, 2011 at Reel 4445, Frame 0255.


To the extent the Secured Party retains any interest in any Trademark Collateral, the Secured Party hereby assigns, transfers and conveys to the Grantor all of the Secured Party's right, title and interest, now owned or hereinafter acquired pursuant to the Trademark Security Agreement and any documents, instruments or agreements related thereto. Such assignment, transfer and/or conveyance by the Secured Party is made WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE.

The Secured Party shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this release. The Secured Party hereby authorizes Grantor, or Grantor's designee, to prepare and file any other documents as may be required to terminate or release the Secured Party's interest in any Trademark Collateral.

(signature page follows)

IN WITNESS WHEREOF, the Secured Party has caused this Release of Security Interest in Trademarks to be executed by one of its duly authorized officers on this 21 day of May, 2012.

FIFTH THIRD BANK, as Collateral Agent

By:  .....

Name:

Title:

Craig Schuth  
Vice President  
Fifth Third Bank

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

**SCHEDULE I**  
to  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Total properties: 1

1 Serial # : 77479129 Filing Dt: 05/20/2008 Reg # : 3560338 Reg. Dt: 01/13/2009  
Mark: PATRIOT RAIL