

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Genesee & Wyoming Inc.		10/01/2012	CORPORATION: DELAWARE
	Maryland Midland Railway, Inc.		10/01/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA				
Name:	Bank of America, N.A., as Administrative Agent for the benefit of the Secured Parties			
Street Address:	135 S La Salle St.			
Internal Address:	Mail Code: IL4-135-05-41			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60603			
Entity Type:	Association: UNITED STATES			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	2910786	G & W GENESEE WYOMING	
	Registration Number:	1224554	MM	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Email:	daniel.cote@thomsonreuters.com			
Correspondent Name:	James P. Murphy, Legal Assistant			
Address Line 1:	80 Pine Street			
Address Line 2:	Cahill Gordon & Reindel LLP			
Address Line 4:	New York, NEW YORK 10005			
NAME OF SUBMITTER:	James P. Murphy, Legal Assistant			
Signature:	/daniel cote thomsonreuters/			

OP \$65.00 2910786

Date:

10/12/2012

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Genesee & Wyoming Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 10/01/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Bank of America, N.A., as Administrative Agent *

Street Address: 135 S La Salle St.

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship US - FED
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

SEE SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: James P. Murphy

Signature

JAMES P. MURPHY

Name of Person Signing

October 12, 2012

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Maryland Midland Railway, Inc.
Maryland Corporation
Citizenship -- US -- MD

Full Name and Address of Receiving Party

Bank of America, N.A., as Administrative Agent for the benefit of the Secured Parties
Mail Code: IL4-135-05-41
135 S LA SALLE ST
CHICAGO, IL 60603

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 1, 2012, among Genesee & Wyoming Inc., a Delaware corporation ("Company"), Maryland Midland Railway, Inc., a Maryland corporation ("MMRI"), each of the subsidiaries of the Domestic Borrowers that becomes a party hereto pursuant to Section 10.12 of the U.S. Security Agreement (each such subsidiary being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors, the Company and MMRI are referred to collectively as the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Administrative Agent") on behalf of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the the Senior Secured Syndicated Facility Agreement dated as of October 1, 2012 (the "Credit Agreement") among GWI as a Domestic Borrower, MMRI as a Guarantor, the other Borrowers party thereto, the other Guarantors party thereto, the lenders party thereto, certain other parties thereto and the Administrative Agent, the Lenders have severally agreed make extensions of credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Company have executed and delivered the U.S. Security Agreement, dated as of October 1, 2012, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, titles and interest in, to and under the Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make extensions of credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to secure payment, performance and observance of the Obligations and all proceeds of any of the foregoing.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

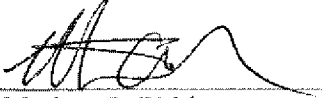
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GENESEE & WYOMING INC.

By: 
Name: Matthew O. Walsh
Title: Senior Vice President
Date:

MARYLAND MIDLAND RAILWAY, INC.

By: _____
Name: Mark W. Hastings
Title: Vice President
Date:

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 004880 FRAME: 0166

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GENESEE & WYOMING INC.

By: _____
Name: Matthew O. Walsh
Title: Senior Vice President
Date:

MARYLAND MIDLAND RAILWAY INC.

By: 
Name: Mark W. Hastings
Title: Vice President
Date:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004880 FRAME: 0167

BANK OF AMERICA, N.A.,
as Administrative Agent for the Secured Parties

By: 
Name: **Fani Davidson**
Title: **Assistant Vice President**

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Grantor</u>	<u>Registration or Serial Number</u>	<u>Trademark</u>
Genesee & Wyoming, Inc.	2910786	G & W GENESEE WYOMING AND DESIGN
Maryland Midland Railway, Inc. (f/k/a Maryland Midland Railway Company) ¹	1224554	MM AND DESIGN

¹The trademark is currently registered in the Owner's prior legal name. Maryland Midland Railway, Inc. does not wish to change the name of the entity under which the trademark is registered since the trademark is no longer being used.