

## 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
Interpool, Inc.		08/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0883915	IP	
Registration Number:	2224719	POOLSTAT	
Registration Number:	0882249	INTERPOOL	
Registration Number:	4118233	TRAC ASSIST	
Registration Number:	3969906	TRAC INTERMODAL	
Registration Number:	3966171	TRAC CONNECT	
Registration Number:	3930127	TRAC INTERMODAL	
Registration Number:	3930126	TRAC INTERMODAL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		

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Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1691

NAME OF SUBMITTER: Genevieve Dorment

Signature: /gd/

Date: 10/15/2012

Total Attachments: 7  
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## SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 9, 2012 is made by Interpool, Inc., a Delaware corporation (the "Borrower") in favor of JPMorgan Chase Bank, N.A. as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, each of the other grantors party thereto and the Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Pledge and Security Agreement, dated as of August 9, 2012, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Pledged Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower 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 Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Secured Parties, as follows:

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.

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

Purpose. This Agreement has been executed and delivered by the Borrower 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 Agent for the benefit of the Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

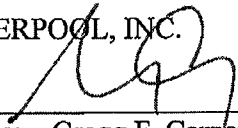
Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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.

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.

[Signature Page Follows]

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.

INTERPOOL, INC.

By:  \_\_\_\_\_

Name: Gregg F. Carpeno

Title: Senior Vice President

Date: September 5, 2012

JPMORGAN CHASE, N.A. as Administrative Agent for  
the Lenders

By: \_\_\_\_\_

Name:

Title:

Date:

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.

INTERPOOL, INC.

By: \_\_\_\_\_

Name:

Title:

Date:

JPMORGAN CHASE, N.A. as Administrative Agent for  
the Lenders

By: 

Name: *Scott Goodwin*

Title: *Vice President / Officer*

Date: *9/5/12*

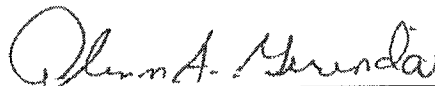
TRADEMARK

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ACKNOWLEDGMENT OF BORROWER

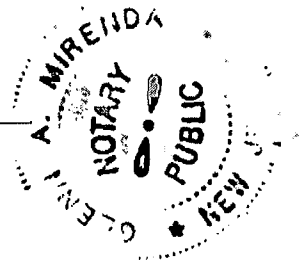
STATE OF NEW JERSEY )  
  ) ss  
COUNTY OF MIDDLESEX )

On the 5<sup>th</sup> day of September, 2012, before me personally came Gregg F. Carpeno, who is personally known to me to be the Senior Vice President of INTERPOOL, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Notary Public

**GLENN A. MIRENDA**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 11/20/2016



(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York,  
COUNTY OF New York <sup>SS</sup>

On the 5 day of September 2012 before me personally came Scott Goodwin, who is personally known to me to be the Vice President of JPMORGAN CHASE, N.A., [a New York banking corporation]; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

ADREA S. ADAMS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN BRONX COUNTY  
REG. #01AD6237811  
MY COMM. EXP. MARCH 28, 2015

Adrea Adams  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
IP AND DESIGN	March 27, 1968	# 883,915
POOLSTAT	March 13, 1997	# 2,224,719
INTERPOOL	March 27, 1968	# 882,249
TRAC ASSIST	March 27, 2012	# 4,118,233
TRAC INTERMODAL AND DESIGN	September 24, 2010	# 3,969,906
TRAC CONNECT	May 24, 2011	# 3,966,171
TRAC INTERMODAL	March 8, 2011	# 3,930,127
TRAC INTERMODAL	March 8, 2011	# 3,930,126