

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
Trac Intermodal LLC		10/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
Trac Intermodal Corp.		10/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	625 Marquette Avenue, 11th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55470
Entity Type:	National 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:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: acarew-watts@cgsh.com

OP \$215.00 0883915

Correspondent Name: Antonia Carew-Watts
Address Line 1: One Liberty Plaza c/o Cleary Gottlieb
Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER: Antonia Carew-Watts

Signature: /s/ Antonia Carew-Watts

Date: 11/05/2012

Total Attachments: 7
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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 3, 2012 is made by Interpool, Inc., a Delaware corporation (“Interpool”) in favor of Wells Fargo Bank, National Association as Notes Collateral Agent (the “Notes Collateral Agent”) for itself and on behalf of the holders (the “Holders”) of the 11% Senior Secured Notes due 2019 (the “Notes”) issued on August 9, 2012 pursuant to an indenture, dated as of August 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among Trac Intermodal LLC (the “Company”), Trac Intermodal Corp. (the “Co-Issuer” and, together with the Company, the “Issuers”) and the Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Issuers have issued the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, Interpool executed and delivered a Pledge and Security Agreement, dated as of August 9, 2012, in favor of the Notes Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Interpool pledged and granted to the Notes Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and to all Pledged Intellectual Property, including the Trademark Collateral (as defined below); and

WHEREAS, Interpool 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, Interpool agrees, for the benefit of the Notes Collateral 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 Security Agreement.

Grant of Security Interest. Interpool hereby pledges, assigns and grants to the Notes Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, whether now owned by or owing to, or hereafter acquired or arising in favor of Interpool (including under any trade name or derivation thereof), and regardless of where located, any and all of the following, including, without limitation, those items listed on Schedule A hereto (all of which will be collectively referred to as the “Trademark Collateral”): Interpool’s right, title and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages,

claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world;

to secure the prompt and complete payment and performance of the Secured Obligations; provided that notwithstanding anything to the contrary in this Agreement, the Trademark Collateral shall not include intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051(b), prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. Section 1051(c).

Purpose. This Agreement has been executed and delivered by Interpool 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 Notes Collateral Agent for the benefit of 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.

Acknowledgment. Interpool does hereby further acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture 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.

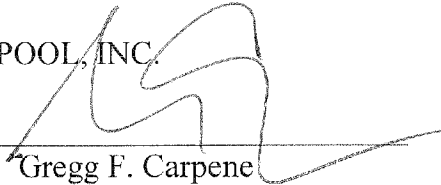
Termination. Upon termination of the Security Agreement in accordance with its terms, this Agreement shall automatically terminate.

Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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. Carpena
Title: Senior Vice President
Date: October 3, 2012

WELLS FARGO BANK, NATIONAL ASSOCIATION as
Notes Collateral Agent for the Holders


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:

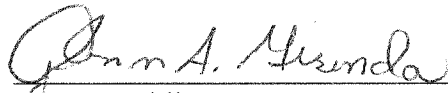
WELLS FARGO BANK, NATIONAL ASSOCIATION as
Notes Collateral Agent for the Holders

By: 
Name: Richard Prokosch
Title: Vice President
Date: October 3, 2012

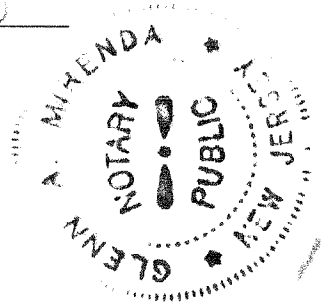
ACKNOWLEDGMENT OF INTERPOOL

STATE OF NEW JERSEY)
) ss
COUNTY OF MIDDLESEX)

On the 3rd day of October, 2012, before me personally came Gregg F. Carpena, 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

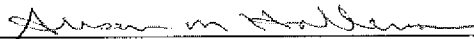


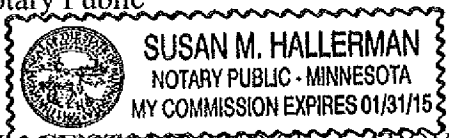
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ACKNOWLEDGMENT OF NOTES COLLATERAL AGENT

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On the 3rd day of October, 2012, before me personally came Richard Prokosch, who is personally known to me to be the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association; 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.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Applications and Registrations

Trademark	Registration Date	Registration Number
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