

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
THE BANK OF NOVA SCOTIA		12/18/2012	CANADIAN BANK: CANADA

RECEIVING PARTY DATA

Name:	THE KANSAS CITY SOUTHERN RAILWAY COMPANY
Street Address:	427 West 12th Street
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: MISSOURI

Name:	KANSAS CITY SOUTHERN
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: DELAWARE

Name:	SOUTHERN INDUSTRIAL SERVICES, INC.
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: DELAWARE

Name:	TRANS-SERVE, INC.
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106

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Entity Type:	CORPORATION: DELAWARE
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Name:	VEALS, INC.
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: DELAWARE

Name:	PABTEX, INC.
Street Address:	427 West 12th Street
City:	KANSAS
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: DELAWARE

Name:	GATEWAY EASTERN RAILWAY COMPANY
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: ILLINOIS

Name:	SOUTHERN DEVELOPMENT COMPANY
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: MISSOURI

Name:	THE KANSAS CITY NORTHERN RAILWAY COMPANY
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: DELAWARE

Name:	KCS HOLDINGS I, INC.
Street Address:	427 West 12th Street
City:	KANSAS CITY

State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: DELAWARE

Name:	KCS VENTURES I, INC.
Street Address:	427 West 12th Street
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3056595	NAFTA RAIL
Serial Number:	85272457	BUSINESS WITHOUT BORDERS

CORRESPONDENCE DATA

Fax Number: 6508385109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 650-838-3743
 Email: JLIK@SHEARMAN.COM
 Correspondent Name: ZHENG BAO
 Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
 Address Line 2: SHEARMAN & STERLING LLP
 Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37051/27
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	12/24/2012

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (the “*Release*”) dated December 18, 2012, is made by The Bank of Nova Scotia, as collateral agent (together with any successor collateral agent appointed pursuant to the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties in favor of The Kansas City Southern Railway Company, Kansas City Southern, Southern Industrial Services, Inc., Trans-Serve, Inc., Veals, Inc., Pabtex, Inc., Gateway Eastern Railway Company, Southern Development Company, The Kansas City Northern Railway Company, KCS Holdings I, Inc., and KCS Ventures I, Inc. (collectively, the “*Grantors*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement.

WHEREAS, The Kansas City Southern Railway Company, a Missouri corporation, entered into that certain Amended and Restated Credit Agreement, dated as of July 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the Parent, the Lender Parties, Bank of America, the Lead Arrangers and the Collateral Agent party thereto;

WHEREAS, pursuant to the Credit Agreement and Security Agreement, that certain Intellectual Property Security Agreement, dated as of July 12, 2011 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*IP Security Agreement*”), the Grantors granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on July 15, 2011 at Reel 004584 and Frame 0151; and the United States Copyright Office on July 20, 2011 at Volume 3605 and Page 930; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Security Agreement and the IP Security Agreement, the Collateral Agent now desire to release its security interest in and to the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantors its security interest in all of the Grantors’ right, title and interest in and to the following (the “*Collateral*”):

- (i) all patents, patent applications, utility models and statutory invention registration, together with all inventions claimed or disclosed therein, and all improvements thereto, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) all trademarks, service marks, domain names, trade dress, logos designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, the trademark and

IP Security Agreement Release

TRADEMARK
REEL: 004928 FRAME: 0369

service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights (whether or not the underlying works of authorship have been published), whether registered or unregistered, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedules A, B and C hereto, together with any reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to section 5-1401 of the New York General Obligations Law and federal laws relating to national banks).

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

The Bank of Nova Scotia, as
Collateral Agent

By: 

Name: Robert Boomhour
Director

Title:

IP Security Agreement Release

TRADEMARK
REEL: 004928 FRAME: 0371

Schedule A

Patents

None.

Schedule B

Trademarks

TRADEMARKS:

Grantor	Description
Kansas City Southern	Kansas City Southern Lines Logo
Kansas City Southern	NAFTA RAIL
The Kansas City Southern Railway Company	“Business Without Borders” trademark application

TRADE NAMES:

Grantor	Trade Name
The Kansas City Southern Railway Company	d/b/a Louisiana & Arkansas Railway Company (over 10 years ago)
Trans-Serve, Inc.	d/b/a Superior Tie & Timber

Schedule C

Copyrights

Grantor	Description
The Kansas City Southern Railway Company	Management Control System ("MCS") Software