

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Collateral Agent		10/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RailAmerica, Inc.		
Street Address:	7411 Fullerton Street		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2945148	ARDC	
Registration Number:	2097211	R	
Registration Number:	2945145	ARDC AMERICAN RAIL DISPATCHING CENTER	
Registration Number:	2124976	RAILAMERICA	
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/
Date:	03/01/2013
Total Attachments: 5 source=Trademark Release RailAmerica#page1.tif source=Trademark Release RailAmerica#page2.tif source=Trademark Release RailAmerica#page3.tif source=Trademark Release RailAmerica#page4.tif source=Trademark Release RailAmerica#page5.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of October 1st, 2012 (the "Effective Date"), by Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Collateral Agent"), in favor of RailAmerica, Inc., a Delaware corporation (the "Pledgor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and among the Pledgor, the subsidiary guarantors of the Pledgor from time to time party thereto, and U.S. Bank National Association ("Prior Collateral Agent"), dated as of June 23, 2009 (the "Trademark Security Agreement"), the Pledgor pledged and granted to the Prior Collateral Agent a lien on and security interest in all of its right, title and interest in and to certain collateral identified in said Trademark Security Agreement including, without limitation, the trademark applications set forth on Schedule I hereto, along with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on July 22, 2009, at Reel 4033 and Frame 0105;

WHEREAS, pursuant to the terms and conditions of that certain Notice of Transfer of Security Interest for Grant of Security Interest in Trademark Rights by and among the Pledgor, the Prior Collateral Agent, and the Collateral Agent, dated as of June 25, 2012 (the "Assignment of Trademark Security Interest"), the Prior Collateral Agent assigned its lien on and security interest in all of its right, title and interest in and to certain collateral identified in said Trademark Security Agreement including, without limitation, the trademark applications set forth on Schedule I hereto, along with the goodwill associated therewith (collectively, the "Trademarks") to the Collateral Agent;

WHEREAS, the Assignment of Trademark Security Interest was recorded with the Assignment Division of the U.S. Patent & Trademark Office on June 27, 2012, at Reel 4809 and Frame 0671;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, discharges, reassigns and releases any and all liens and security interests it has in and against the Trademarks arising under the Trademark Security Agreement.

If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Trademarks, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Pledgor.

The Collateral Agent shall take all further actions, and provide to the Pledgor and 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 instru-

ments), reasonably requested by the Pledgor, and at Pledgor's cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent,

By: 

Name: Stephen B. King

Title: Vice President

[Signature Page to Release of Trademark Security Agreement]

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
ARDC	2,945,148
R & Design	2,097,211
ARDC AMERICAN RAIL DISPATCHING CENTER & Design	2,945,145
RAILAMERICA	2,124,976