

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral (Releases RF 4019/0788)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		03/22/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ACL Transportation Services LLC		
Street Address:	1701 EAST MARKET STREET		
City:	JEFFERSONVILLE		
State/Country:	INDIANA		
Postal Code:	47130		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	American Commercial Lines LLC		
Street Address:	1701 EAST MARKET STREET		
City:	JEFFERSONVILLE		
State/Country:	INDIANA		
Postal Code:	47130		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Jeffboat LLC		
Street Address:	1701 EAST MARKET STREET		
City:	JEFFERSONVILLE		
State/Country:	INDIANA		
Postal Code:	47130		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1741761	ACBL	
Registration Number:	1804804	ACL	

TRADEMARK

Registration Number:	3221549	ACL
Registration Number:	0847768	JEFFBOAT
Registration Number:	1607666	

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049216-0010
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	03/22/2013

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “**Release**”) is made as of March 22, 2013 by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (“**BONY**”), as agent (in such capacity, the “**Agent**”), in favor of AMERICAN COMMERCIAL LINES LLC, a Delaware limited liability company (“**ACL**”), ACL TRANSPORTATION SERVICES LLC, a Delaware limited liability company (“**ACLTS**”), and JEFFBOAT LLC, a Delaware limited liability company (“**JB**”, and together with ACL and ACLTS, collectively the “**Grantors**”). Capitalized terms used but not otherwise defined herein shall have their respective meanings ascribed in the Indenture (as defined below).

WITNESSETH

WHEREAS, Commercial Barge Line Company (the “**Company**”) entered into that certain indenture (the “**Indenture**”) dated as of July 7, 2009, among the Company, the Guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee (together with its successors in such capacity, the “**Trustees**”) on behalf of the holders of the Notes (the “**Noteholders**”);

WHEREAS, simultaneously with the issuance of the Notes the Guarantors were required to execute and deliver the applicable Notes Documents (as defined in the Security Agreement), including that certain Trademark Security Agreement, dated July 7, 2009 (the “**Security Agreement**”), pursuant to which the Grantors granted a security interest in and continuing lien on all of Grantors’ right, title, and interest in, to, and under, certain trademarks, including, without limitation, the trademarks set forth on Schedule A hereto (the “**Released Trademarks**”);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on July 9, 2009 at Reel/Frame No. 4019/0788; and

WHEREAS, Grantors have requested that the Agent release its security interest in the Released Trademarks (as such term is defined herein above);

NOW, THEREFORE, for good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged:

SECTION 1. The Agent hereby: (i) terminates, cancels, discharges, and releases its security interest in and continuing lien on all of Grantors’ right, title and interest in, to, and under the Trademarks (as defined in the Security Agreement) without recourse, representation or warranty; and (ii) assigns to the Grantors any and all interest they may have in the Released Trademarks.

SECTION 2. FURTHER ASSURANCES. Agent agrees to provide the Grantors with any information and additional authorization, and will execute, acknowledge and deliver any additional documents or instruments and take any additional actions necessary or as may be reasonably requested or required by the Grantors or their representative to effect, record, and perfect the release of the Agent’s security interest in the Released Trademarks or otherwise more fully and effectively carry out the purpose of this Release.




IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first written above.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Agent**

By: Julie H. Ramos
Name: **Julie Hoffman-Ramos**
Title: **Vice President**

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

Reel/Frame: 4019/0788

TRADEMARK	REGISTRATION NUMBER	REG. DATE
ACBL	1741761	12/22/1992
ACL	1804804	11/16/1993
	3221549	3/27/2007
	0847768	4/16/1998
	1607666	7/24/1990