

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 3011/0561)		
CONVEYING PARTY DATA			
	Formerly	Execution Date	Entity Type
The Bank of New York Mellon (successor in interest to The Bank of New York)		03/22/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AMERICAN COMMERCIAL LINES INC.		
Street Address:	1701 EAST MARKET STREET		
City:	JEFFERSONVILLE		
State/Country:	INDIANA		
Postal Code:	47130		
Entity Type:	CORPORATION: 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:	AMERICAN BARGE LINE COMPANY		
Street Address:	1701 EAST MARKET STREET		
City:	JEFFERSONVILLE		
State/Country:	INDIANA		
Postal Code:	47130		
Entity Type:	CORPORATION: DELAWARE		
Name:	COMMERCIAL BARGE LINE COMPANY		
Street Address:	1701 EAST MARKET STREET		
City:	JEFFERSONVILLE		
State/Country:	INDIANA		

TRADEMARK

Postal Code:	47130
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1741761	ACBL
Registration Number:	1804804	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** (successor in interest to **THE BANK OF NEW YORK**) ("**BONY**"), as Collateral Agent (in such capacity, the "**Collateral Agent**"), in favor of **AMERICAN COMMERCIAL LINES LLC**, a Delaware limited liability company ("**ACL**"), **AMERICAN COMMERCIAL LINES INC.**, a Delaware corporation ("**Holdings**"), **AMERICAN BARGE LINE COMPANY**, a Delaware corporation ("**New Parent Company**"), and **COMMERCIAL BARGE LINE COMPANY**, a Delaware limited liability company (together with **ACL**, **Holdings** and **New Parent Company**, the "**Borrowers**"). Capitalized terms used but not otherwise defined herein shall have their respective meanings ascribed in the Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Borrowers entered into that certain Trademark Security Agreement (Tranche B) dated as of January 11, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Security Agreement**"), by and between, inter alios, the Borrowers and the Collateral Agent, pursuant to which the Borrowers granted a security interest in and continuing lien on all of Borrower's 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 January 18, 2005 at Reel/Frame No. 3011/0561; and

WHEREAS, the Borrowers requested that the Collateral 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 Collateral Agent hereby: (i) terminates, cancels, discharges, and releases its security interest in and continuing lien on all of Borrowers' right, title and interest in, to, and under the Trademark Collateral (as defined in the Security Agreement) without recourse, representation or warranty; and (ii) assigns, without recourse, representation or warranty, to the Borrowers any and all interest it may have in the Released Trademarks.

SECTION 2. FURTHER ASSURANCES. Collateral Agent, at the soel cost and expense of the Borrower, agrees to provide the Borrowers with any information and additional authorization, and will execute, acknowledge and deliver any additional documents or instruments (in form and substance reasonably satisfactory to the Collateral Agent) and take any additional actions necessary or as may be reasonably requested or required by the Borrowers or its representative to effect, record, and perfect the release of the Collateral Agent's security interest in the Released Trademarks or otherwise more fully and effectively carry out the purpose of this Release.

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IN WITNESS WHEREOF, Collateral 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
(successor in interest to The Bank of New York), as
Collateral Agent

By: 
Name: MELINDA VALENTINE
Title: VICE PRESIDENT



[Signature Page - IP Release - The Bank of New York]

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TRADEMARK
REEL: 004988 FRAME: 0957

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

Reel/Frame: 3011/0561

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