

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 1754/0841)

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as successor-in-interest to The Chase Manhattan Bank, as Collateral Agent		04/19/2013	National Association: UNITED STATES

RECEIVING PARTY DATA	
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

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

OP \$1115.00 1741761

ATTORNEY DOCKET NUMBER:	049216-0010
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	04/19/2013
Total Attachments: 3 source=Chase IP lien release#page1.tif source=Chase IP lien release#page2.tif source=Chase IP lien release#page3.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "**Release**") is made as of April 19, 2013 by **JPMORGAN CHASE BANK, N.A.**, successor-in-interest to **THE CHASE MANHATTAN BANK** ("**Chase**"), as Collateral Agent (in such capacity, the "**Collateral Agent**"), in favor of **AMERICAN COMMERCIAL LINES LLC**, a Delaware limited liability company ("**ACL**" or the "**Borrower**") and **JEFFBOAT LLC**, a Delaware limited liability company ("**Jeffboat**"). Capitalized terms used but not otherwise defined herein shall have their respective meanings ascribed in the Credit Agreement (as defined below).

WITNESSETH

WHEREAS, the Borrower and **AMERICAN COMMERCIAL LINES HOLDINGS LLC**, a Delaware limited liability company (along with its permitted successor and assigns, "**Holdings**"), entered into that certain Credit Agreement, dated as of June 30, 1998 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Credit Agreement**"), by and between the Borrower, Holdings, certain lenders party thereto from time to time, The Chase Manhattan Bank, as administrative agent and collateral agent and, for purposes of the Fleet Mortgages, security trustee (in such capacities, the "**Collateral Agent**") for the Secured Parties (as defined therein);

WHEREAS, it was a condition precedent to the obligation of the lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower, Jeffboat, Holdings and certain subsidiaries of Holdings execute and deliver that certain Security Agreement, dated as of June 30, 1998, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Borrower and Jeffboat granted a security interest in and a continuing lien on all of the Borrower's and Jeffboat's right, title, and interest in, to, and under, certain trademarks as security for the Obligations (as such term is defined under the Credit Agreement), 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 14, 1998 at Reel/Frame No. 1754/0841; and

WHEREAS, the Borrower and Jeffboat have 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 the Borrower's and Jeffboat's right, title and interest in, to, and under the Trademark Collateral (as defined in the Security

Agreement); and (ii) assigns to the Borrower and Jeffboat, as applicable, any and all interest it may have in the Released Trademarks.

SECTION 2. FURTHER ASSURANCES. Collateral Agent agrees to provide the Borrower and Jeffboat 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 Borrower 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.

SECTION 3. INDEMNITY. Borrower and Jeffboat each agree to indemnify, defend and hold the Bank, its parent companies, subsidiaries, affiliates, their respective successors and assigns and each of their respective shareholders, directors, officers, employees and agents (collectively, the "Indemnified Persons") harmless from any and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, expense, interest, penalties, attorneys' fees (including the fees and expenses of any attorneys engaged by the Indemnified Person) and amounts paid in settlement ("Claims") to which any Indemnified Person may become subject arising out of or relating to this release of the Collateral Agent's security interest in the Released Trademarks, including without limitation conflicting claims of ownership of the Collateral Agent's security interest, except to the limited extent that the Claims are proximately caused by the Indemnified Person's willful misconduct.

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

JPMORGAN CHASE BANK, N.A., successor-in-interest to **THE CHASE MANHATTAN BANK**, as Collateral Agent

By: _____

Name:

Title:

**AMERICAN COMMERCIAL LINES LLC and
JEFFBOAT LLC**



By: _____

Name: Dawn R. Landry

Title: SVP and General Counsel

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

Reel/Frame: 1754/0841

TRADEMARK	REGISTRATION NUMBER	REG. DATE
ACBL	1741761	12/22/1992
ACL	1804804	11/16/1993
	0847768	4/16/1998
	1687666	7/24/1990