

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
RailAmerica, Inc.		05/14/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 S La Salle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	2945148	ARDC	
Registration Number:	2945145	ARDC AMERICAN RAIL DISPATCHING CENTER	
Registration Number:	2097211	R	
Registration Number:	2124976	RAILAMERICA	
<b>CORRESPONDENCE DATA</b>			
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/		

OP \$115.00 2945148

Date:

05/15/2013

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 14, 2013, by RailAmerica, Inc., a Delaware corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Administrative Agent”) on behalf of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the the Senior Secured Syndicated Facility Agreement dated as of October 1, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Genesee & Wyoming Inc. as a Domestic Borrower, the other Borrowers party thereto, the Guarantors party thereto, the lenders party thereto, certain other parties thereto and the Administrative Agent, the Lenders have severally agreed make extensions of credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Company have executed and delivered the U.S. Security Agreement, dated as of October 1, 2012, in favor of the Administrative Agent (together with all amendments, supplements, joinders and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, titles and interest in, to and under the Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make extensions of credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right,

title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to secure payment, performance and observance of the Obligations and all proceeds of any of the foregoing.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

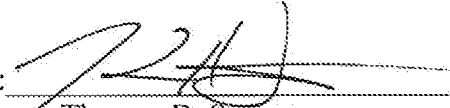
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

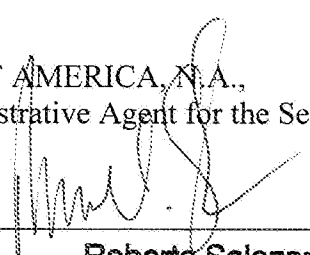
RAILAMERICA, INC.

By:   
Name: Thomas D. Savage  
Title: Vice President and Treasurer

[Signature Page to RailAmerica Trademark Agreement]

**TRADEMARK**  
**REEL: 005028 FRAME: 0233**

BANK OF AMERICA, N.A.,  
as Administrative Agent for the Secured Parties

By:   
Name: **Roberto Salazar**  
Title: **Vice President**

[Signature Page to RailAmerica Trademark Agreement]

**SCHEDULE A**

**U.S. Trademark Registrations**

<b><u>Grantor</u></b>	<b><u>Registration or Serial Number</u></b>	<b><u>Trademark</u></b>
RailAmerica, Inc.	2,945,148	ARDC
RailAmerica, Inc.	2,945,145	ARDC AMERICAN RAIL DISPATCHING CENTER AND DESIGN
RailAmerica, Inc.	2,097,211	RAND DESIGN
RailAmerica, Inc.	2,124,976	RAILAMERICA