

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	OmniTRAX, Inc.		08/30/2013	CORPORATION: COLORADO
	OmniTRAX Enterprises, Inc.		08/30/2013	CORPORATION: COLORADO
RECEIVING PARTY DATA				
Name:	PNC Bank, National Association, as Administrative Agent			
Street Address:	One North Franklin, Suite 2800			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60606			
Entity Type:	National Banking Association: UNITED STATES			
PROPERTY NUMBERS Total: 4				
	Property Type	Number	Word Mark	
	Registration Number:	1918987	OMNITRAX	
	Registration Number:	3533420	OMNITRAX	
	Registration Number:	3511291	OMNITRAX PRIDE IN EXCELLENCE	
	Registration Number:	1909465	OMNITRAX	
CORRESPONDENCE DATA				
Fax Number:	2127557306			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(212)326-3939			
Email:	NYTEF@JONESDAY.COM			
Correspondent Name:	Beth Vogel			
Address Line 1:	222 East 41st Street			
Address Line 2:	Jones Day			
Address Line 4:	New York, NEW YORK 10017			
ATTORNEY DOCKET NUMBER:	879047-626015			
TRADEMARK				

CH \$115.00 1918987

NAME OF SUBMITTER:	Beth Vogel
Signature:	/Beth Vogel/
Date:	09/03/2013
Total Attachments: 7 source=III.F_Trademark Security Agreement#page1.tif source=III.F_Trademark Security Agreement#page2.tif source=III.F_Trademark Security Agreement#page3.tif source=III.F_Trademark Security Agreement#page4.tif source=III.F_Trademark Security Agreement#page5.tif source=III.F_Trademark Security Agreement#page6.tif source=III.F_Trademark Security Agreement#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of August 30, 2013, is made between OmniTRAX, Inc., a Colorado corporation, OmniTRAX Enterprises, Inc., a Colorado corporation (each a "*Grantor*" and, collectively, the "*Grantors*"), and PNC BANK, NATIONAL ASSOCIATION ("*PNC*"), as Administrative Agent (the "*Administrative Agent*") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Credit Agreement*"), among OmniTRAX Holdings, LLC, a Colorado limited liability company ("*OmniTRAX*"), MCS Properties, LLC, a Colorado limited liability company ("*MCS*"), North American Railway, LLC, a Delaware limited liability company ("*NAR*"), ST&E Holdings, Inc., a Colorado corporation ("*ST&E*"), Omni Financing 1, LLC, a Colorado limited liability company ("*Financing 1*"), Omni Financing 2, LLC, a Colorado limited liability company ("*Financing 2*"), Omni Canada Financing 1, LLC, a Colorado limited liability company ("*Financing 3*"), Omni Canada Financing 2, LLC, a Colorado limited liability company ("*Financing 4*"), NAR Financing 1, LLC, a Colorado limited liability company ("*Financing 5*"), NAR Financing 2, LLC, a Colorado limited liability company ("*Financing 6*"), ST&E Financing 1, LLC, a Colorado limited liability company ("*Financing 7*"), ST&E Financing 2, LLC, a Colorado limited liability company ("*Financing 8*"); each of OmniTRAX, MCS, NAR, ST&E, Financing 1, Financing 2, Financing 3, Financing 4, Financing 5, Financing 6, Financing 7 and Financing 8 is a "*U.S. Borrower*" and together are the "*U.S. Borrowers*"), Carlton Trail Railway Company/La Compagnie de Chemin Carlton Trail, a company incorporated under the Companies Act of Nova Scotia ("*Carlton Trail*"), Hudson Bay Railway Company, a company incorporated under the Companies Act of Nova Scotia ("*Hudson Bay*"; each of Carlton Trail and Hudson Bay is a "*Canadian Borrower*" and together are the "*Canadian Borrowers*", and together with the U.S. Borrowers, collectively referred to as the "*Borrowers*"), the various financial institutions as are or may become parties thereto which extend a Commitment under the U.S. Facility (collectively, the "*U.S. Lenders*"), the various financial institutions as are or may become parties thereto which extend a Commitment under the Canadian Facility (collectively, the "*Canadian Lenders*", and together with the U.S. Lenders, the "*Lenders*"), the Administrative Agent, PNC Capital Markets LLC, as Sole Lead Arranger and Sole Bookrunner, The Bank of Nova Scotia, currently acting through its offices in Winnipeg, Manitoba, as agent for the Canadian Lenders under the Canadian Facility (in such capacity, the "*Canadian Agent*", and together with the Administrative Agent, collectively, the "*Agents*"), JPMorgan Chase Bank, N.A. and Wells Fargo Bank, N.A., as Co-Syndication Agents, and RBS Citizens, N.A., as Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, each Grantor is required to execute and deliver this Agreement;

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

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrowers by the Lenders and the Issuers pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement, and to induce Secured Parties to enter into Rate Protection Agreements, each Grantor jointly and severally agrees, for the benefit of each Secured Party, as follows.

Section 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 incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "*Trademark Collateral*"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "*Trademark*"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit, the termination of all Rate Protection Agreements and the termination of all Commitments, the Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

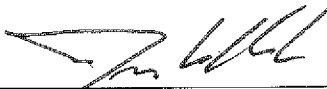
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OMNITRAX, INC.
OMNITRAX ENTERPRISES, INC.

By: _____


Name: Thomas G. Mandula
Title: Secretary and Treasurer

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Todd Kostelnik
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005102 FRAME: 0153

**ATTACHMENT I
TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

ITEM A TRADEMARKS

REGISTERED TRADEMARKS

GRANTOR	COUNTRY	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
OmniTRAX, Inc.	U.S.A.	“OmniTRAX”	1,918,987	March 5, 1993
OmniTRAX, Inc.	U.S.A.	“OmniTRAX”	3,533,420	November 18, 2008
OmniTRAX, Inc.	U.S.A.	“OmniTRAX PRIDE IN EXCELLENCE”	3,511,291	October 7, 2008
OmniTRAX, Inc.	U.S.A.	“OMNITRAX”	1,909,465	August 1, 1995
OmniTRAX, Inc.	Canada	“OmniTRAX” and Design	843,963 TMA587.486	May 2, 1997
OmniTRAX Enterprises, Inc.	Canada	“Canrail East”	1,076,116	September 25, 2000
OmniTRAX Enterprises, Inc.	Canada	“Canrail West”	1,071,675	August 28, 2000
OmniTRAX Enterprises, Inc.	Canada	“Hudson Bay Port”	881,246 TMA547.653	June 16, 1998 July 4, 2001
OmniTRAX Enterprises, Inc.	Canada	“Carlton Trail Railway” and Design	880,571 TMA560.059	June 8, 1998 April 9, 2002
OmniTRAX Enterprises, Inc.	Canada	“Carlton Trail Railway”	880,570 TMA560.019	June 8, 1998 April 9, 2002
OmniTRAX Enterprises, Inc.	Canada	“Port of Churchill Hudson Bay Port Company” and Design	881.247 TMA554.437	June 16, 1998 November 26, 2001
OmniTRAX Enterprises, Inc.	Canada	“HBR” and Design	1,057,137 TMA567.900	April 28, 2000 September 24, 2002

PENDING TRADEMARKS APPLICATION

GRANTOR	COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE
OmniTrax Enterprises, Inc.	Canada	"Hudson Bay Railway"	1,056,782 TMA715.371	April 27, 2000

TRADEMARK APPLICATION IN PREPARATION

COUNTY	TRADEMARK	DOCKET NO.	FILING DATE	EXPECTED SERVICES	PRODUCTS
None					

ITEM B TRADEMARK LICENSES

COUNTY OR TERRITORY	TRADEMARK	LICENSOR	LICENSEE	EFFECTIVE DATE	EXPIRATION DATE
None					