

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309164

| | | | |
|---|---|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Florida East Coast Railway Corp. | | 06/30/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Collateral Agent | | |
| Street Address: | 300 Galleria Parkway, Suite 800 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30339 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4367910 | FEC | |
| Serial Number: | 85787815 | FLORIDA EAST COAST RAILWAY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044448847 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-548-2154 | | |
| Email: | ksaltrick@mcguirewoods.com | | |
| Correspondent Name: | MCGUIREWOODS LLP | | |
| Address Line 1: | 1345 Avenue of the Americas, 7th Floor | | |
| Address Line 2: | Attention: M. Telfort, Esq. | | |
| Address Line 4: | New York, NEW YORK 10105-0106 | | |
| ATTORNEY DOCKET NUMBER: | 2039261-0120/TELFORT | | |
| NAME OF SUBMITTER: | Mirlande Telfort, Esq./McGuireWoods LLP | | |
| SIGNATURE: | /s/ Mirlande Telfort | | |
| DATE SIGNED: | 06/30/2014 | | |
| Total Attachments: 7 | | | |
| source=USPTO Attachment#page1.tif | | | |
| source=USPTO Attachment#page2.tif | | | |
| source=USPTO Attachment#page3.tif | | | |

OP \$65.00 4367910

TRADEMARK

source=USPTO Attachment#page4.tif
source=USPTO Attachment#page5.tif
source=USPTO Attachment#page6.tif
source=USPTO Attachment#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), effective as of June 30, 2014 among the persons listed on the signature pages hereof as Grantors (collectively, the "Grantors" and each individually, a "Grantor") and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement dated as of June 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Florida East Coast Holdings Corp., a Florida corporation, Florida East Coast Railway Corp., a Delaware corporation, Florida East Coast Railway, L.L.C., a Florida limited liability company and FEC Highway Services, L.L.C., a Florida limited liability company (collectively, the "Borrowers" and each individually, a "Borrower"), the Lenders and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Security Agreement (as defined below).

RECITALS:

A. The parties hereto have entered into that certain Security Agreement dated as June 30, 2014 in connection with the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

B. Pursuant to the Security Agreement, the Grantors have agreed to execute and deliver to the Collateral Agent this Trademark Security Agreement.

In order to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement and for other good and valuable consideration, each Grantor hereby agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

2. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantors, and each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

3. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms

that the rights and remedies of the Collateral Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

4. Termination. Upon the Final Date, the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

6. GOVERNING LAW. THIS TRADEMARK SECURITY 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, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent and the Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the terms of the Intercreditor Agreement (as defined in the Credit Agreement) and the terms of this Trademark Security Agreement or the Security Agreement with respect to the Collateral, the terms of the Intercreditor Agreement (as defined in the Credit Agreement) shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTORS:

FLORIDA EAST COAST RAILWAY CORP.

By: James R. Heston
Name: James R. Heston
Title: President & Chief Executive Officer

Accepted and Agreed:

BANK OF AMERICA,
N.A., as Collateral Agent

By: 

Name: John Olsen

Title: Senior Vice President

TRADEMARK SECURITY AGREEMENT


58133850

TRADEMARK
REEL: 005312 FRAME: 0154

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS: Registrations:

| OWNER | REGISTRATION NUMBER | REGISTRATION DATE | TRADEMARK |
|----------------------------------|---------------------|-------------------|---|
| Florida East Coast Railway Corp. | 4,367,910 | 7/16/2013 |  |

Applications:

| OWNER | APPLICATION NUMBER | APPLICATION DATE | TRADEMARK |
|----------------------------------|--------------------|------------------|----------------------------|
| Florida East Coast Railway Corp. | 85,787,815 | 11/27/2012 | FLORIDA EAST COAST RAILWAY |

OTHER TRADEMARKS: Registrations:

| OWNER | REGISTRATION NUMBER | COUNTRY/STATE | TRADEMARK |
|----------------------------------|---------------------|---------------|-----------|
| Florida East Coast Railway Corp. | 909427 | Florida | FEC |

Applications: None.

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

NOTICE ADDRESS FOR ALL GRANTORS

Florida East Coast Railway Corp.
7411 Fullerton Street, Suite 300
Jacksonville, FL 32256
Attention: Kenneth Charron, Vice President, General Counsel and Secretary
Telephone: (904) 538-6342
Facsimile: (904) 394-1140

with a copy to:

Fortress Investment Group LLC
1345 Avenue of the Americas
New York, New York 10105
Attention: Cameron MacDougall
Email: cmacdougall@fortress.com
Facsimile: (917) 639-9620