

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OmniTRAX, Inc.		11/17/2015	CORPORATION: COLORADO
OmniTRAX Enterprises, Inc.		11/17/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	One North Franklin Street, Suite 2800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	NATIONAL ASSOCIATION: BANK: 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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Beth D. Vogel		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	879047-626015		
NAME OF SUBMITTER:	Beth D. Vogel		
SIGNATURE:	/Beth D. Vogel/		
DATE SIGNED:	11/17/2015		
Total Attachments: 7			

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of November 17, 2015, 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 a Second 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*"), and Sand Springs Holdings, LLC, a Colorado limited liability company ("*Sand Springs*" and, together with OmniTRAX, MCS, NAR, ST&E, Financing 1, Financing 2, Financing 3, Financing 4, Financing 5, Financing 6, Financing 7 and Financing 8, each a "*Borrower*" and collectively, the "*Borrowers*"), the various financial institutions as are or may become parties thereto (collectively, the "*Lenders*"), the Administrative Agent, PNC Capital Markets LLC, as Sole Lead Arranger and Sole Bookrunner, and JPMorgan Chase Bank, N.A., U.S. Bank National Association and Wells Fargo Bank, National Association, as Co-Syndication Agents, the Lenders have extended Commitments to make financial accommodations to the Borrowers;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of any Letters of Credit (including the initial Borrowing) 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 Loans made and Letters of Credit issued from time to time to the Borrowers by the Lenders and the Issuing Lenders 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 Issuing Lenders to make Loans and issue Letters of Credit (including the initial Borrowing) to the Borrowers pursuant to the Credit

Agreement, and to induce the Secured Parties to enter into Interest Rate Hedges and Foreign Currency Hedges, 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, 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.

By: _____


Name: Kevin Shuba
Title: President

OMNITRAX ENTERPRISES, INC.

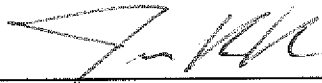
By: _____


Name: Kevin Shuba
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005670 FRAME: 0469

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Todd Kostelnik
Title: Senior Vice President - Corporate Banking

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005670 FRAME: 0470

**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

OmniTRAX, Inc.	Canada	“OmniTRAX Canada Freight Services” and Design	1,566,551 TMA902.577	October 3, 2013 April 30, 2015
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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					