

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interpool, Inc.		12/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	225 Franklin Street, MA1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4519204	TRAC TITAN	
Registration Number:	4507834	TRAC TITAN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/14/2015		
Total Attachments: 6			
source=8. Supplemental Trademark Agreement#page1.tif			
source=8. Supplemental Trademark Agreement#page2.tif			
source=8. Supplemental Trademark Agreement#page3.tif			
source=8. Supplemental Trademark Agreement#page4.tif			
source=8. Supplemental Trademark Agreement#page5.tif			

OP \$65.00 4519204

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 10, 2015 is made by Interpool, Inc., a Delaware corporation (the “Borrower”) in favor of Bank of America, N.A., as Administrative Agent (in such capacity, the “Agent”) and as successor, in such capacity, to JPMorgan Chase Bank, N.A. (the “Prior Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of August 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the Lenders, each of the other grantors party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Pledge and Security Agreement dated as of August 9, 2012 in favor of the Prior Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Pledged Intellectual Property, including the Trademarks;

WHEREAS, pursuant to the terms of the Successor Agent Agreement dated December 10, 2015 (the “Successor Agent Agreement”), the Prior Agent resigned and was replaced by the Agent; and

WHEREAS, the Borrower 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 Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Secured Parties, as follows:

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.

Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against all of the Borrower’s right, title and interest in, to

and under the Trademarks (including, without limitation, those items listed on Schedule A here-
to) (collectively, the “Trademark Collateral”) to the Agent for the benefit of the Agent and the
Secured Parties to secure payment, performance and observance of the Secured Obligations.

Purpose. This Agreement has been executed and delivered by the Borrower 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 Agent for the
benefit of the Lenders 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 Lend-
ers thereunder) shall remain in full force and effect in accordance with its terms.

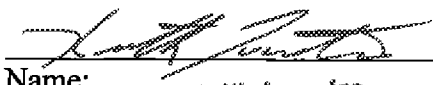
Acknowledgment. The Borrower does hereby further acknowledge and affirm
that the rights and remedies of the Agent with respect to the security interest in the Trademark
Collateral granted hereby are more fully set forth in the Credit Agreement and the Security
Agreement, the terms and provisions of which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

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.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

INTERPOOL, INC., AS ASSIGNOR

By: 
Name: Keith Lovetro
Title: President & CEO

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 005687 FRAME: 0370

Accepted and Agreed:

BANK OF AMERICA, N.A., AS ASSIGNEE

By: 

Name:

Title:

BANK OF AMERICA, N.A.
Matthew T. O'Keefe
Senior Vice President

TRADEMARKS

U.S. Trademark Registrations and Applications

Mark	Reg. No.	Reg. Date
TRAC TITAN and Design	4519204	4/22/14
TRAC TITAN	4507834	4/01/14