

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interpool, Inc.		12/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association as Notes Collateral Agent for the Holders		
Street Address:	1700 LINCOLN STREET, 3RD FLOOR		
Internal Address:	MC: C7300-033		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	national banking 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:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031391.021		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/jes/		
DATE SIGNED:	01/25/2016		
Total Attachments: 6			
source=Grant of Security Interest in TM Rights - Interpool to Wells Fargo#page1.tif			

OP \$65.00 4519204

source=Grant of Security Interest in TM Rights - Interpool to Wells Fargo#page2.tif
source=Grant of Security Interest in TM Rights - Interpool to Wells Fargo#page3.tif
source=Grant of Security Interest in TM Rights - Interpool to Wells Fargo#page4.tif
source=Grant of Security Interest in TM Rights - Interpool to Wells Fargo#page5.tif
source=Grant of Security Interest in TM Rights - Interpool to Wells Fargo#page6.tif

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 ("Interpool") in favor of Wells Fargo Bank, National Association as Notes Collateral Agent (the "Notes Collateral Agent") for itself and on behalf of the holders (the "Holders") of the 11% Senior Secured Notes due 2019 (the "Notes") issued on August 9, 2012 pursuant to an indenture, dated as of August 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among Trac Intermodal LLC (the "Company"), Trac Intermodal Corp. (the "Co-Issuer" and together with the Company, the "Issuers") and the Notes Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Issuers have issued the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, Interpool executed and delivered a Pledge and Security Agreement dated as of August 9, 2012 in favor of the Notes Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Interpool pledged and granted to the Notes Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and to all Pledged Intellectual Property, including the Trademark Collateral (as defined below); and

WHEREAS, Interpool 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, Interpool agrees, for the benefit of the Notes Collateral 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 Security Agreement.

Grant of Security Interest. Interpool hereby pledges, assigns and grants to the Notes Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, whether now owned by or owing to, or hereafter acquired or arising in favor of Interpool (including under any trade name or derivation thereof), and regardless where located, any and all of the following, including, without limitation, those items listed on Schedule A hereto (all of which will be collectively referred to as the "Trademark Collateral"): Interpool's right, title and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and

applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world;

to secure the prompt and complete payment and performance of the Secured Obligations; provided that notwithstanding anything to the contrary in this Agreement, the Trademark Collateral shall not include intent-to-use trademark applications filed in the United States Patent and trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051(b), prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. section 1051(c).

Purpose. This Agreement has been executed and delivered by Interpool 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 Notes Collateral Agent for the benefit of 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.

Acknowledgment. Interpool does hereby further acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture 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.

Termination. Upon termination of the Security Agreement in accordance with its terms, this Agreement shall automatically terminate.

Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK

WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES OTHER THAN
SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

TRI1\929739v1

TRADEMARK
REEL: 005715 FRAME: 0151

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.

INTERPOOL, INC.

By:

Name:

Title:

Date:

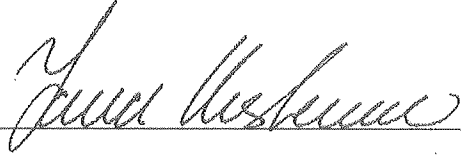


Gregg F. Carpeno
Chief Legal Officer

[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION as Notes Collateral Agent for the
Holders

By:
Name:
Title:
Date:



Yana Kislenco
Vice President

[Signature Page to Trademark Security Agreement]

TR11\929739v1

TRADEMARK
REEL: 005715 FRAME: 0153

Schedule A

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

Schedule A

TRI1\929739v1