

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386374

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trac Interstar LLC		05/10/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	225 FRANKLIN STREET		
<b>Internal Address:</b>	CLD-MP V01-161		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4401432	INTERSTAR FLEET SERVICES	
<b>Registration Number:</b>	4351585	GO SMARTLY.	
<b>Registration Number:</b>	4351581	INTERSTAR BREAKDOWN	
<b>Registration Number:</b>	4351580	INTERSTAR MAINTENANCE	
<b>Registration Number:</b>	4351515	INTERSTAR MAINTENANCE	
<b>Registration Number:</b>	4351514	INTERSTAR BREAKDOWN	
<b>Registration Number:</b>	4351513	INTERSTAR FLEET SERVICES	
<b>Registration Number:</b>	2402787	INTERSTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		

OP \$215.00 4401432

<b>ATTORNEY DOCKET NUMBER:</b>	031391.021-JES
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III.
<b>SIGNATURE:</b>	/jes/
<b>DATE SIGNED:</b>	06/02/2016

**Total Attachments: 5**

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source=Grant of Security Interest in TM Rights - Trac Interstar LLC to BoA#page2.tif  
source=Grant of Security Interest in TM Rights - Trac Interstar LLC to BoA#page3.tif  
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source=Grant of Security Interest in TM Rights - Trac Interstar LLC to BoA#page5.tif

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 10, 2016 is made by Trac Interstar LLC, a Delaware limited liability company ("Grantor"), a wholly-owned subsidiary of 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 joinder agreements dated as of March 24, 2016, Grantor became a party to the Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor 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; and

WHEREAS, the Grantor 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, the Grantor 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 Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (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 Grantor 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantor 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 Pages Follow]

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.

TRAC INTERSTAR LLC

By:

  
Name: Gregg F. Carpane  
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

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TRADEMARK  
REEL: 005804 FRAME: 0946

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

By:   
Name: \_\_\_\_\_  
Title: **BANK OF AMERICA, N.A.**  
**Matthew T. O'Keefe**  
**Senior Vice President**

[Signature Page to Trademark Security Agreement]

## TRADEMARKS

## U.S. Trademark Registrations and Applications

Mark	Reg. No.	Reg. Date
INTERSTAR FLEET SERVICES & Design  INTERSTAR	4401432	09/10/13
GO SMARTLY	4351585	06/11/13
INTERSTAR BREAKDOWN & Design  INTERSTAR	4351581	06/11/13
INTERSTAR MAINTENANCE  INTERSTAR	4351580	06/11/13
INTERSTAR MAINTENANCE	4351515	06/11/13
INTERSTAR BREAKDOWN	4351514	06/11/13
INTERSTAR FLEET SERVICES	4351513	06/11/13
INTERSTAR	2402787	11/07/00

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