

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Ridge Scenic Excursions LLC		02/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Collateral Agent		
Street Address:	222 South Wacker Drive, 32nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87054446	BLUE RIDGE SCENIC RAILWAY BLUE RIDGE, GA	
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>			
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	02/24/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICABLIONS AND TRADEMARK LICENSES)

February 24, 2017

WHEREAS, BLUE RIDGE SCENIC EXCURSIONS LLC, a Delaware limited liability company (herein called "Grantor"), owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, PATRIOT RAIL COMPANY LLC, a Delaware limited liability company, TENNESSEE SOUTHERN RAILROAD COMPANY, LLC, a Delaware limited liability company, RARUS RAILWAY, LLC d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana limited liability company, UTAH CENTRAL RAILWAY COMPANY, LLC, a Delaware limited liability company, SACRAMENTO VALLEY RAILROAD, LLC, a California limited liability company, TEMPLE & CENTRAL TEXAS RAILWAY, LLC, a Delaware limited liability company, LOUISIANA AND NORTH WEST RAILROAD COMPANY, LLC, a Delaware limited liability company, DEQUEEN AND EASTERN RAILROAD, LLC, a Delaware limited liability company, TEXAS, OKLAHOMA & EASTERN RAILROAD, LLC, a Delaware limited liability company, GOLDEN TRIANGLE RAILROAD, LLC, a Delaware limited liability company, COLUMBIA & COWLITZ RAILWAY, LLC, a Delaware limited liability company, PATRIOT WOODS RAILROAD, LLC, a Delaware limited liability company, MISSISSIPPI & SKUNA VALLEY RAILROAD, LLC, a Delaware limited liability company, PIEDMONT AND NORTHERN RAILWAY, LLC, a Delaware limited liability company, PATRIOT RARUS ACQUISITION, LLC, a Florida limited liability company, KINGMAN TERMINAL RAILROAD, LLC, a Delaware limited liability company, BLUE RIDGE RAILCAR REPAIR LLC, a Delaware limited liability company, PATRIOT RAIL SERVICES COMPANY, LLC, a Delaware limited liability company, PATRIOT RAIL TRANSPORTATION COMPANY LLC, a Delaware limited liability company, SR TRANSPORTATION HOLDINGS LLC, a Delaware limited liability company, GEORGIA NORTHEASTERN RAILROAD COMPANY LLC, a Delaware limited liability company, WEST BELT RAILWAY LLC, a Delaware limited liability company, FOSTER TOWNSEND RAIL LOGISTICS LLC, a Delaware limited liability company, GLOBAL RAIL TRANSFER COMPANY LLC, a Delaware limited liability company, BLUE RIDGE SCENIC EXCURSIONS LLC, a Delaware limited liability company, LAKESHORE RAILCAR SERVICES LLC, a Delaware limited liability company, and LOUISIANA & NORTH WEST MINERALS, LLC, a Delaware limited liability company (collectively, the "Borrowers"), PRC MIDCO LLC, a Delaware limited liability company ("Holdings"), and FIFTH THIRD BANK, have entered into a Loan Agreement, dated as of June 21, 2012, as from time to time amended, supplemented, restated or otherwise modified, the "Fifth Third Loan Agreement"; and

WHEREAS, the Borrowers, Holdings, The Prudential Insurance Company of America, and the lenders from time to time party thereto, have entered into a Loan Agreement, dated as of June 21, 2012, as from time to time amended, supplemented, restated or otherwise modified, the "Prudential Loan Agreement"; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of June 21, 2012, made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings specified therefor in the Security Agreement), Grantor has granted to Fifth Third Bank, as Collateral Agent (in such capacity, the "Collateral Agent" or "Grantee"), for the benefit of the Secured Parties, a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations, including without limitation the obligations of the Borrowers and Holdings under the Fifth Third Loan Agreement and the Prudential Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising;

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under the Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the following have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or

other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, as long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in, and "Trademark Collateral" shall not include or be deemed to include any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

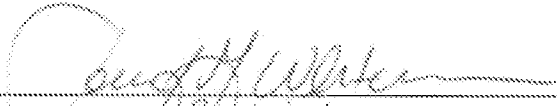
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted 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.

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile transmission or by electronic mail in .pdf form shall be as effective as delivery of a manually executed counterpart hereof.

(Reminder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed by its officer thereunto duly authorized as of the date first above written.

BLUE RIDGE SCENIC EXCURSIONS LLC

By: 
Name: Jennifer White
Title: CFO

FIFTH THIRD BANK, as Collateral Agent

By: Mark G. Gortch
Name: Mark G. Gortch
Title: Vice President

Schedule 1
Trademark Application

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Application Filing Date</u>
Blue Ridge Scenic Excursions LLC	Blue Ridge Scenic Railway Blue Ridge, GA	87054446	5/31/16